



REQUEST FOR PROPOSAL (RFP) PROFESSIONAL SERVICES

Operational Analysis of Emergency Medical and Fire Services Deployment and Response System

RFP Number:	16-0211	Contracting Officer:	B. Andrews
Proposal Due Date:	February 26, 2016	Pre-Proposal Conference Date:	See Section 1.4
Proposal Due Time:	3:00 p.m.	RFP Issue Date:	January 26, 2016

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable
Certificate of Competency/License:	Not applicable
Indemnification/Insurance:	See provision 1.8
Pre-Proposal Conference Call	See section 1.4

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Administrative Offices of Lake EMS within ten (10) working days after the proposal due date. A separate contractual document will be signed by Lake EMS and the awarded firm.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service.
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____	Phone Number: _____
E-mail Address: _____	Contact Person: _____

Section 1.1: Purpose

The purpose of this solicitation is to retain a qualified consultant to perform an Operational Analysis of the Emergency Medical Services (EMS) Deployment and Response System in Lake County, Florida. The consultant shall be responsible for evaluating the current system, which is a dual system of Lake EMS and Fire Services, deployment and response plan, identifying potential duplicative services, and the development of a deployment plan and costing models for a system to meet the response requirements as specified by the Lake EMS Board of Directors.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

B. Andrews, Chief Administrative Officer
Lake EMS
2761 W. Old Hwy 441
Mount Dora, FL 32757

Phone : 352.383.4554 Fax : 352.385.2530

E-mail: bandrews@lakeems.org

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake EMS contracting officer.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to Lake EMS. Proposals will be evaluated based upon the following criteria:

1. Qualifications of firm and proposed personnel with experience providing Emergency Medical and Fire Services Operational Reviews.
2. Ability to evaluate expenditures in relation to standards for local government in the State of Florida.
3. Documented experience in the last three years of performing a similar review in the State of Florida.
4. Ability to complete the objectives within the time frame specified.
5. Proposed costs.
6. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
7. Evaluation of the consultant's proposed approach to the project
8. Other relevant criteria.

Section 1.4: Pre-Proposal Conference Call

Lake EMS will host a pre-proposal conference call to answer any vendor questions and clarify scope. The conference call is scheduled as follows:

Date: Wednesday, February 3rd, 2016

Time: 10:00 a.m. EST

Phone: (641) 715-3580

Access Code: 270-614

The call will be recorded and normal long distance charges apply.

Section 1.5: Term of Contract - Upon Delivery

This contract shall be effective immediately following the date of execution by Lake EMS and remain in effect for the full duration of the performance period. Actual performance periods are as noted in RFP Section 2, Statement of Work.

Section 1.6: Option to Renew

Not applicable- single task

Section 1.7: Method of Payment - Monthly Invoices

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month based on the percentage of the overall project effort completed during the billing month. Each billing shall be submitted to Lake EMS's designated representative for the project. The invoices shall reflect the type of service(s) provided, the number of hours expended for the specific billing month, the cumulative number of hours expended for the project as a whole, the percentage completion attained for the billing month, and the current cumulative completion percentage for the project as a whole. The billing value (a percentage of the total fixed price for the project) shall not exceed the corresponding percentage of completion. It is specifically noted that the total billed value may not exceed the established total project price proposed by the vendor and accepted by Lake EMS. It is also specifically understood that Lake EMS retains the right to request and receive additional verification from the vendor or other sources to confirm hours expended and the vendor's stated percentage of completion.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate Lake EMS representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by Lake EMS.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by Lake EMS prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to Lake EMS, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to Lake EMS, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to Lake EMS at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold Lake EMS responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	\$ _____
Garage Keepers Liability at coverage value:	\$ _____

Lake EMS, a governmental not-for-profit corporation in the State of Florida, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to Lake EMS of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor’s specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE EMS, A GOVERNMENTAL NOT-FOR-PROFIT CORPORATION IN
 THE STATE OF FLORIDA
 2761 W. OLD U.S. HIGHWAY 441
 MOUNT DORA, FL 32757

Certificates of insurance shall evidence a waiver of subrogation in favor of Lake EMS, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by Lake EMS.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor’s requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by Lake EMS. At the option of Lake EMS, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

Lake EMS shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by Lake EMS of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonds

Not applicable

Section 1.10: Delivery

Performance period is to be determined. See Statement of Work – Section 2 of this Request for Proposals

Section 1.11: Acceptance of Services

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by Lake EMS and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

In the event that the service does not conform to the specifications, Lake EMS reserves the right to terminate the contract and will not be responsible to pay for any such service.

Section 1.12: Warranty

Not applicable

Section 1.13: Delivery of Solicitation Response

To be considered for award, a bid or proposal must be received and accepted in the Lake EMS Administrative Office prior to the date and time established within the solicitation. A response will not be considered for award if received after the official due date and time regardless of when or how it was received by Lake EMS. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date for the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE EMS
2761 W. OLD U.S. HIGHWAY 441
MOUNT DORA, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE EMS
2761 W. OLD U.S. HIGHWAY 441
MOUNT DORA, FL 32757

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE EMS
2761 W. OLD U.S. HIGHWAY 441
MOUNT DORA, FL 32757

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Completion Requirements for Request for Proposal (RFP) – Professional Services

The original proposal and seven (7) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Lake EMS Administrative Office no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. Lake EMS is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to Lake EMS.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. Lake EMS emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in Lake EMS’s sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger.

Section 1.14.1 Proposal Submittal

The following items shall be included and submitted with your proposal:

- Tab A. RFP Coversheet completed.
- Tab B. Statement of Interest and General Project Approach—to be submitted on the firm’s letterhead and include the following:
1. Concisely state your understanding of the services required by Lake EMS, and relate the vendor’s proposed approach to evaluation of conditions and preparation of recommendations to satisfy Lake EMS’ requirements.
 2. Include additional relevant information not requested elsewhere in the RFP.
 3. The signature on the statement shall be that of a person authorized to represent and bind the firm.
- Tab C. Firm Profile Form (copy attached). Attach proof of license to practice in Florida.
- Tab D. Team Composition Form (copy attached). Complete one (1) form for each key person proposed to be assigned to this project. Brief resumes may also be attached in addition to completing the form.
- Tab E. Similar Projects Form (copy attached). Reference similar work efforts (at least three (3) verifiable) performed by your firm within the last three (3) years, to other EMS and Fire organizations in the State of Florida; County or Municipal entities preferred. Examples should best illustrate current qualifications relevant to this project. (Make copies of this form as needed.)
- Tab F. Pricing/Certifications/Signature Forms. Complete Section 4 Forms attached.
- Tab G. Proof of Insurance. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.
- Tab H. Sub-Contractors. Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project.
- Tab I. Financial Stability. Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by Lake EMS. Each proposer shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to Lake EMS about the financial qualifications, fitness and stability of the proposer.

Section 1.15: Key Contractor Personnel

In submitting a proposal, the vendor is representing that each person listed or referenced in the proposal shall be available to perform the services described for Lake EMS, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written Lake EMS approval. In the event the requested substitute person is not satisfactory to Lake EMS and the matter cannot be resolved to the satisfaction of Lake EMS, Lake EMS reserves the right to cancel the contract for cause.

Section 1.16 Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of Lake EMS shall be the property of Lake EMS and will be turned over to Lake EMS upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of Lake EMS are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to Lake EMS nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for Lake EMS's use which may include publishing in Lake EMS documents and distribution as Lake EMS deems to be in Lake EMS's best interests. If anything included in any deliverable limits the rights of Lake EMS to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

Section 1.17 Conflicts of Interest

In submitting a proposal, the vendor shall disclose any potential conflicts of interest to include previous or current relationships with any County or Lake EMS employee or City Fire Department or any board memberships, affiliations, or associations that may be of interest or concern to Lake EMS.

Section 1.18 Timeline

The proposed timeline in section 2.5 is an estimate based on what Lake EMS staff feels is a reasonable timeframe to complete the proposed statement of work as well as expected timing of Lake EMS Board Meetings. However, if based on the review of the RFP the vendor feels the project could be done quicker or will take longer, they should clearly indicate so in their proposal.

Section 2.1 Current EMS System Description

Ambulance services in Lake County, Florida are provided by Lake Emergency Medical Services (Lake EMS), a Florida Not-For-Profit Corporation wholly owned by Lake County government. While the current system was established in 2000, the corporation went through a structural change in 2011 when Sumter County, Florida withdrew from the corporation electing to provide ambulance services utilizing a private contractor.

The current ambulance deployment plan was developed in 2011 and established to serve Lake County exclusively. As the Lake EMS deployment plan was developed in 2011, it was based on FY 2010 incident volume of 39,813. Since that time, Lake EMS call volume has increased 22.5%, while transports have increased by 26%. While a sizeable increase in volume has occurred, Lake EMS has only recently had the opportunity to begin implementing changes to the deployment plan.

Lake EMS currently deploys a total of eleven (11) 24hr units and two (2) 24hr split units for coverage around the clock. Six (6) additional 13hr units operate throughout the day during periods of highest demand. This yields 143,810 scheduled unit hours per year. Staffing is supplemented by two (2) 24hr float units. The personnel that staff these units are moved to cover openings, such as FMLA, vacation, etc. When the schedule is full, these two (2) units operate as in-service ambulances adding unit hours to the schedule.

In the first half of calendar year 2016, additional changes to the deployment plan will be implemented. Once complete, the Lake EMS deployment plan will consist of thirteen (13) 24hr units, one (1) 24hr split unit, and eight (8) 13hr peak demand units. This will yield 161,330 scheduled unit hours per year. Staffing will continue to be supplemented by two (2) 24hr float units.

Lake EMS is the sole holder of the COPCN for ambulance transportation in Lake County. In FY2015 there were 48,765 incidents resulting in 36,488 transports. Lake EMS funds and provides both emergency and non-emergency ambulance transportation. Additionally, Lake EMS provides medical direction, medical supplies, medications, and dispatch services for the system. This is inclusive of EMS and fire services.

Advanced Life Support (ALS) and Basic Life Support (BLS) dual response is also provided by a combination of municipal fire services, a fire service operated by a Community Development District (CDD), and the County fire service. There are a total of thirteen (13) fire services consisting of both large and small departments, with most staffed by full time firefighters, with only 3 small municipalities having a volunteer service. Ten (10) of the services currently provide varying levels of ALS coverage utilizing a combination of paramedics and emergency medical technicians. Dual response services are provided with fire agency staffing resources that are part of an existing fire crew working in a dual-certified capacity operating under the Lake EMS State of Florida ALS License and Medical Direction.

At present, and as indicated in the 2013 audit document prepared by the Lake County Clerk of Courts Internal Audit Division, there is limited coordination of ALS resources and deployment planning between Lake EMS and the thirteen (13) fire services. Currently, the fire agencies

determine on their own the appropriateness and density of ALS coverage in their respective response areas based on the level of service desired by their respective Commissions and Councils.

Lake EMS is currently funded via a combination of user fees (approximately 2/3 of funding) and tax subsidy (\$6M in FY15) as requested from the Lake County Board of County Commissioners and funded from the county wide Ambulance Municipal Service Taxing Unit (MSTU). Municipal ALS first response coverage is provided through inter-local agreements and funded by returning a portion (.1 Mils) of the MSTU collected in each respective municipality back to the municipalities that provide ALS services. The County fire service currently receives funding from a Fire Assessment fee, a separate Fire EMS MSTU to fund emergency medical response services in County areas, in addition to the receipt of \$300,000 from the Ambulance MSTU.

Communications services for both EMS and Fire are provided by Lake EMS. Lake EMS operates as a secondary Public Safety Answering Point (PSAP) to five (5) primary PSAP’s, with the Lake County Sheriff’s Office being the largest of those. Currently, twelve (12) of the thirteen (13) Fire agencies are dispatched by Lake EMS for both EMS and Fire calls. Lake EMS utilizes the Zoll RescueNet CommCAD software to provide EMS and Fire dispatch services. The Lake EMS Communication Center is accredited by the International Academies of Emergency Dispatch in both Medical and Fire dispatch and utilizes the Priority Dispatch system with response modifications.

As detailed in the internal audit report, emergency response times were of concern. In the past, response time goals were based on the average. Subsequent to the audit report, the Lake EMS Board of Directors adopted the usage of the 90th percentile method to be more in line with benchmarks as set forth in CAAS and NFPA. As such, Lake EMS currently reports based on the 90th percentile. For FY15 (October 1, 2014 to September 30, 2015), Lake EMS and system (including Lake EMS) travel times at the 90th percentile were as follows:

	Lake EMS	System (EMS & Fire)	Fire Agencies
Urban	10:17	6:42	6:36
Suburban	13:49	9:04	9:11
Rural	22:36	11:54	11:28

Additionally, the Lake EMS Board of Directors recognized the need to also evaluate the dispatch call processing times as a component of total response time. As such, in a separate measure Lake EMS began measuring its call processing times (ring time to the time of the 1st dispatch). The standard adopted for measurement is NFPA 1710 for call processing for services utilizing Priority Dispatch Protocols.

While the existing system was designed/funded for and was meeting the previous average goals for response times, both Lake EMS management and the Lake EMS Board of Directors support achieving higher standards using the 90th percentile methodology. As mentioned above, the 2013 audit report made reference to different response time benchmarks as possible targets, including both the Commission for the Accreditation of Ambulance Services (CAAS) and the National Fire Protection Association (NFPA).

From a fire perspective, Lake County Fire Rescue (LCFR) has identified challenges with the ISO and NFPA recommendations in regards to “two in/two out” staffing. Of particular concern is staffing at the “two-in/two” out level in the more rural areas of the county as in some cases the next closest fire station is 10 or more miles away. While LCFR has a limited number of stations staffed at 4 personnel, many of its stations only have 2-3 staff, with the majority of Rural stations staffed at 2. Of particular concern to LCFR and the Lake County Board of County Commissioners (LCBCC) is the affect this has on the department’s ISO rating. While LCFR was recently upgraded from a level 6/9 to a level 4/4X, the desire is to continue to make improvements for the benefit and safety of all citizens in Lake County, and in particular to those residing in the more Rural areas where shared resources and ISBA agreements are not possible.

In the past year Lake County has signed Inter-Agency Service Boundary Agreements (ISBA) with many of the cities in Lake County. To date, there are still a few cities that are still considering the option. These agreements have been implemented to reduce response times and ensure that calls can be handled by the closest resource regardless of whether it is County or City. The ISBA agreements outline compensation to the participating agencies who respond to calls in another jurisdiction. In January 2016, the communication center began utilizing the Priority Dispatch process to its fullest extent for EMS calls utilizing the recommendations for response modes. Alpha and Bravo calls will be dispatched as non-emergency, while Charlie, Delta and Echo calls will continue to be dispatched as emergency. From a dispatch perspective, challenges do exist in this process as there is currently no standardization of Automatic Vehicle Locaters (AVL) and/or Mobile Data Terminal (MDT) equipment, with some agencies not having either device. Lake EMS has continued to work with our system partners towards identifying and correcting these issues where possible, however, funding remains the largest obstacle towards equipping the system as necessary to get maximum advantage from the ISBA agreements and closest unit responses. Moving forward we need to identify ways to overcome these obstacles to maximize the efficiencies of the system.

Section 2.2 Purpose of Solicitation

The purpose of this solicitation is to acquire the services of a consultant (which could consist of one firm with subcontractors, or a joint venture between one or more entities) to perform an operational analysis of the Lake EMS system deployment and response system for purposes of making observations and recommendations to Lake EMS management and the Lake EMS Board of Directors. More specifically, to determine the efficacy of the current system's ability to meet more stringent emergency response time benchmarks as identified in the audit done by the Lake County Clerk of Courts Internal Audit Division. In addition, to determine response times that could be achieved with optimization of the current system taken as a whole and the incremental cost to achieve faster response times. The consultant is expected to have extensive expertise in Emergency Medical Service deployment modeling and costing in dual response systems as well as demonstrated expertise in Fire consulting to include at a minimum system structure and design, ISO and NFPA guidelines, response time analysis, and ISBA/Automatic aid analysis.

The overall objectives of this project are as follows:

- A. Determine the most appropriate Emergency Medical System deployment and response plan for Lake County to achieve targeted emergency response times.
- B. Determine targeted emergency response times (benchmarks) for Urban, Suburban, and Rural areas for both Ambulance (Lake EMS) and ALS Fire Service (evaluating each separately).
- C. Determine extent to which ALS Fire Service response times may be utilized for accreditation of response times for EMS.
- D. Determine the options, feasibility and costs (or savings) of partnering with LCFR to provide transport services in certain geographic areas (e.g. Rural) in order to improve transport unit response times.
- E. Determine options, feasibility and costs of potential enhancements to ISO ratings in Rural areas and the effect of enhancements on emergency response times and ambulance response times, including but not limited to partnering with LCFR as referenced above.
- F. Determine the feasibility and efficacy of implementing a Community Paramedicine Program (Mobile Integrated Healthcare) in Lake County, including estimated costs, system design, target markets, and funding mechanisms. Should also include any anticipated effects on call volumes and outline other operational advantages/challenges that might reasonably be expected.

To accomplish these objectives, the project will be divided into two (2) distinct phases as described in the next section, each with its own distinct set of deliverables. It is important to note that Phase 2 is considered optional at the sole discretion of the Lake EMS Board of Directors. As such, complete pricing should be proposed for each phase distinctly.

Section 2.3: Objectives and Deliverables**Project Phase 1: Current System Review (90 Days)**

- 1) Evaluate and report on the current system EMS deployment model and resources, appropriate zone identification (Urban, Suburban, and Rural), historical response statistics, dispatch system and response protocols and specifically identify areas for improvement.
- 2) Evaluate current system for duplication and/or voids of EMS service.
- 3) Evaluate Lake EMS current unit hour costs as compared to benchmarks for comparable systems with response areas that include a similar mixture of urban, suburban, and rural areas.
- 4) Evaluate industry benchmarks for reasonable (i.e. safe) Unit Hour Utilizations (UHU) for existing system shifts. (13 & 24) and compare to current Lake EMS UHU statistics and provide feedback and recommendations where concerns or opportunities exist.
- 5) Identify reasonable considerations that should be accounted for in setting Emergency medical system response time standards for different zone types. (Urban, Suburban, and Rural).
- 6) Identify reasonable considerations that should be accounted for in setting fire based response time and resource standards for rural zone types.
- 7) Identify any exclusions, exceptions, or suggestions that exist in CAAS, NFPA, ISO or other industry benchmarks for consideration in setting response time and resource standards in Urban, Suburban and Rural areas.
- 8) Perform a feasibility and cost/benefit analysis of improved ISO ratings and ambulance response times in rural areas.
- 9) Analyze the feasibility and estimated cost of opportunities to improve staffing and response times in Rural areas including both EMS and Fire call types and recommendations. This Phase 1 analysis should include the following:
 - a) Evaluation of LCFR's current deployment model, station locations, staffing, resource allocation, ISBA agreements, and other factors that contribute to the ISO ratings in Rural areas.
 - b) Evaluation of the feasibility and preliminary (high level) estimated cost/benefits of the concept mentioned above of a partnership between Lake EMS and LCFR and any others that the consultant might suggest to achieve the desired result of a lower ISO and improved ambulance response times in Rural areas. Each proposed solution should include best estimates of the effect on ISO ratings and ambulance response times in both the Rural areas as well as expected effects on response times in the Urban and Suburban areas by the utilization of additional resources to cover the rural areas. Should include a high level needs assessment to identify any limitations or challenges of proposed alternatives, including those that might exist with housing, vehicles and equipment, available bays, and storage, etc.

- c) Further analysis to be done in Phase 2 based on the feasibility of options presented in Phase 1 as determined by the Lake EMS Board of Directors.
 - d) Evaluate the merits of existing industry response time benchmarks that should be considered for each resource type (BLS & ALS 1st response and Ambulance) and whether they should be viewed as a system, or individually by type. Specifically, provide cost estimates for the current system to meet the NFPA, CAAS, and other possible benchmarks respectively from an ambulance transport perspective.
- 10) Evaluate and report on the efficacy and impacts of the current ISBA agreements on response times and identify any opportunities for system improvement that might be considered to improve EMS or Fire response times or address other challenges as outlined. Furthermore, identify potential opportunities in the system given the ISBA agreements in place to enhance the system in other areas of the county area with the resources identified as duplicative. In addition, identify the impacts on the service areas and ISBA agreement efficiencies in areas where no AVL/MDT equipment is in place and determine the impacts and cost/savings of implementing AVL/MDT's system wide.
- 11) Provide analysis and recommendations for Business Intelligence Software to assist in resource deployment, system monitoring, and Unified measurement of system response times and other statistical tracking/report to more efficiently operate the EMS system in Lake County.

At the completion of Phase 1, the consultant will review findings with representatives from Lake EMS, Lake County, and the Municipalities to discuss findings and gather feedback. Upon completion of the preliminary review, the consultant shall present Phase 1 findings to the Lake EMS Board of Directors as scheduled.

Upon review and consideration of the Phase 1 findings, the Lake EMS Board of Directors will provide feedback and direction to consultant regarding the focus of Phase 2 in regards to desired standards and options for further analysis.

The Lake EMS of Board Directors reserves the right to not move forward with Phase 2 upon the completion of Phase 1.

Project Phase 2: Proposed System Recommendations (90 Days)

- 1) Determine and recommend the most appropriate Emergency Medical System deployment and response model for Lake County that achieves the desired emergency response time standards. Includes location, schedules, and shift type (i.e. 8, 12, 13, 24, other), Should clearly delineate changes from the existing system (enhancements) and include the estimated costs and/or savings over the existing system. Should include a 12-24 month phase-in plan. Note: Lake EMS is satisfied with the current hybrid deployment model. However, the consultant should carefully consider other deployment models only if considerable savings could be obtained while factoring in the limited roadway network, geographic challenges and socio-economic factors of Lake County.
- 2) Evaluation and recommendations of any facility upgrades.
- 3) Evaluation and recommendations of a process by which transport resources should be added (i.e. Resource thresholds for proposed deployment model) as well as recommendations on ratios of in-service to available spares for ambulances given the current vehicle model and expected life span in the proposed deployment model.
- 4) Determine the reasonable system costs to achieve the desired emergency response time standards.
- 5) Evaluate and recommend costing method and benchmarks for EMS ambulance resources (industry standard way to determine per unit hour cost)
- 6) Evaluate and recommend costing method for EMS and Fire Dispatch Services (industry standard method to calculate)
- 7) Evaluate and provide deployment plan and direct/indirect cost estimates to address the challenges identified in Rural areas. The preferred options for this phase are as identified by the Lake EMS Board of Directors after the completion of Phase 1.
 - a) Detailed comparison of direct/indirect costs of all proposed alternative solution(s) to that of a more traditional solution of simply adding respective fire and/or EMS personnel & resources in those Rural areas. Such comparison should include all related direct/indirect costs and economies of scale, including, but not limited to, existing resources and infrastructure, salaries, overtime, pensions/retirement, etc. to ensure that differences in benefit plans, state retirement vs. 401K, and federal OT law differences, as well as other pertinent components are identified and delineated appropriately. Should also include estimated vehicle/equipment costs as well as any facilities upgrades necessary.
 - b) Detailed deployment plan for implementation of proposed solution to include all necessary staffing, equipment, and facilities improvements required.
 - c) Evaluation of the impact of transport system fragmentation and related direct/indirect costs/effects that may occur as a result of proposed alternatives.

- 8) Evaluate non-emergency and out of county transports and their effect on emergency response times and perform cost/benefit analysis of continuation of these services.
- 9) Evaluation of reserve transport units for the current Emergency Medical deployment and response system.
- 10) Determine dispatch costs and staffing levels for both EMS and Fire Calls as compared to industry benchmarks.
- 11) Perform a historical growth analysis from an EMS perspective and provide future growth and system impact estimates based on existing and future trends and factors likely to impact growth. Should include analysis of expected impacts of future growth on current billing payer mix
- 12) Provide a fiscal/operational impact analysis of impending regulatory changes likely to affect system costs and make recommendations as to how to mitigate such impacts.
- 13) Determine the feasibility and efficacy of implementing a Community Paramedicine Program (Mobile Integrated Healthcare) in Lake County, including estimated costs, system design, target markets, and funding mechanisms. Should also include any anticipated effects on call volumes and outline other operational advantages/challenges that might reasonably be expected.

At the completion of Phase 2 the consultant will review findings with representatives from Lake EMS, Lake County, and the Municipalities to discuss findings and gather feedback. Upon completion of this review, the consultant shall present Phase 2 findings and recommendations to the Lake EMS Board of Directors as scheduled.

Section 2.4 General guiding principles and objectives

The following general guiding principles and objectives regarding preparation and completion of the study are provided as further general guidance regarding the expectations for the study:

- A. The consultant should develop specific recommendations, including specific dollar costs or savings, and include such recommendations in their Phase 1, Phase 2, and final reports as necessary to accomplish the overall objectives of this project.
- B. The consultant should have no pre-conceived preference of outcome or model and shall engage all necessary resources with the necessary skills and expertise in both EMS and Fire modeling to ensure the best and most efficient recommendations are achieved as part of this project that are in the best interest of Lake County.
- C. For purposes of this project, analysis of ISO and NFPA recommendations should be limited to only the selected references in this document.
- D. The Lake EMS Board of Directors by way of a resolution passed on December 11, 2012 is committed to a governmental business model. As such, the consultant should not spend any time or effort towards the consideration of a private model.
- E. The consultant should plan to utilize the feedback of:
 - 1. Lake EMS staff as assigned and as necessary to gather the required data or other information necessary to perform contracted work.
 - 2. Objective data to evaluate the response system components, and identify operational changes that may impact level of service and the extent of such impacts (i.e. response times, etc.)
 - 3. Municipal and County Fire Chiefs, County and City Managers, and Growth Management staff as necessary and available to gather the required data, determine resource levels, or other information necessary to perform contracted work.
 - 4. Area Hospital leadership, representatives from the Metropolitan Planning Organization and other Community Partners.
 - 5. Any other resources as necessary to perform contracted work.

Section 2.5 Proposed Timeline

<u>Item</u>	<u>Date</u>
RFP Published	January 26, 2016
Proposals Due	February 26, 2016
RFP Reviews	February 29-March 4, 2016
Vendor Short-Listing Completed	March 11, 2016
Vendor Interviews	March 14-18, 2016
Vendor Selection	Week of March 21, 2016
Contract Negotiation	Week of March 28, 2016
Board Meeting (contract approval)	April 12, 2016
Vendor Begins Phase I (90 Days)	April 13, 2016
Vendor Completes Phase I	July 13, 2016
Vendor presents report to Lake EMS Management	July 14, 2016
Board Meeting (Phase I report presentation)	August 9, 2016
Vendor Begins Phase II (90 Days)	August 10, 2016
Vendor Completes Phase II	November 11, 2016
Vendor presents report to Lake EMS Management	November 14, 2016
Board Meeting (final report presentation)	December 6, 2016

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

Lake EMS: Shall refer to Lake EMS

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

Lake EMS has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of Lake EMS to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with Lake EMS to be included on a mailing list for selected categories of goods and services. To be recommended for award Lake EMS requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number.

Lake EMS may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers’ Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of Lake EMS, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final Lake EMS action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of Lake EMS except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of Lake EMS that payment for all purchases by Lake EMS agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF PROPOSALS

A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal

- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of Lake EMS will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH LAKE EMS EMPLOYEES

Any Lake EMS employee or member of his or her immediate family seeking to contract with Lake EMS shall seek a conflict of interest opinion from Lake EMS Attorney prior to submittal of a response to contract with Lake EMS. The affected employee shall disclose the employee's assigned function within Lake EMS and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit Lake EMS to make an award nor shall Lake EMS be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer also agrees that Lake EMS bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

3.8 LAKE EMS IS TAX-EXEMPT

Lake EMS is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. Lake EMS will sign an exemption certificate if submitted by the contractor. Contractors doing business with Lake EMS are not exempt from paying sales tax to their suppliers for

materials to fulfill contractual obligations with Lake EMS, nor shall any contractor be authorized to use any of Lake EMS's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal due date in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to Lake EMS in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

Lake EMS reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of Lake EMS.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to Lake EMS with price, technical, and other applicable factors considered. Lake EMS reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. Lake EMS shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, Lake EMS reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of Lake EMS. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of Lake EMS.
- C. Lake EMS reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in Lake EMS's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with Lake EMS. Lake EMS may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous Lake EMS contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in Lake EMS's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the contract award date may be rejected.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect

the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and Lake EMS user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

Lake EMS has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, Lake EMS will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between Lake EMS and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to Lake EMS for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to Lake EMS, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. Lake EMS is not obligated to place any order for a given amount subsequent to the award of this solicitation. Lake EMS may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall Lake EMS be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of Lake EMS to enter into an agreement that will satisfy its needs as described within this solicitation. However, Lake EMS reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will Lake EMS be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between Lake EMS and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of Lake EMS. Subcontracting without the prior consent of Lake EMS may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of Lake EMS.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of Lake EMS. The contractor shall provide employee(s) capable of performing the work as required. Lake EMS may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless Lake EMS and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which Lake EMS or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Lake EMS, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend Lake EMS or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable Lake EMS procedures.

3.25 TERMINATION FOR CONVENIENCE

Lake EMS, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. Lake EMS shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. Lake EMS shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

Lake EMS reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. Lake EMS further reserves the right to suspend or debar the vendor in accordance with Lake EMS ordinances, resolutions

and/or administrative orders. The vendor will be notified by letter of Lake EMS's intent to terminate. In the event of termination for default, Lake EMS may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with Lake EMS through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. Lake EMS as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

Lake EMS reserves the right to require CONTRACTOR to submit to an audit by any auditor of Lake EMS's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to Lake EMS for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by Lake EMS to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to Lake EMS in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of Lake EMS's audit shall be reimbursed to Lake EMS by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of Lake EMS's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of Lake EMS shall be the property of Lake EMS and will be turned over to Lake EMS upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of Lake EMS are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to Lake EMS.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall

either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by Lake EMS in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of Lake EMS. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, Lake EMS may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against Lake EMS because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from Lake EMS. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of Lake EMS.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by Lake EMS upon request.

RFP TITLE: Operational Analysis of EMS Deployment and Response System

NOTES:

- Lake EMS is exempt from all taxes (Federal, State, and Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your RFP shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when Lake EMS issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this RFP:</p> <p style="text-align: center;">Addendum #1, Dated: _____</p> <p style="text-align: center;">Addendum #2, Dated: _____</p> <p style="text-align: center;">Addendum #3, Dated: _____</p> <p style="text-align: center;">Addendum #4, Dated: _____</p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this RFP.</p>

PRICING SECTION

Item 1: Perform all effort related, and necessary to successfully complete, all tasks stated within RFP Section 2, Statement of Work:

Phase 1: \$_____blended hourly composite rate x _____ proposed hours = \$ _____

Phase 2: \$_____blended hourly composite rate x _____ proposed hours = \$ _____

Total Cost: \$_____

Vendor is to insert the following entries in the spaces provided above:

- The blended/composite hourly rate proposed by the vendor to cover all performance of all effort required under the Scope of Work for each distinct phase. This rate shall include all pricing necessary to perform the entirety of the stated effort to include, but not be limited to, all travel and administrative costs
- The total hours proposed by the vendor for completion of the entire effort for each phase associated with the Statement of Work.
- The extended price for the two entries stated above (blended composite hourly rate x total proposed hours). The extended price shall represent the full fixed price for completion of each phase. The vendor will be authorized to bill on a monthly percentage of completion basis as described in provision 1.7 of this Request for Proposals.

Vendors are advised that the extended price stated above for each phase, or as amended during the evaluation process (see following paragraph), shall form the fixed price for completion of all required effort for that phase. The resulting contract will not be a time and material effort based on the hourly rate and proposed hours. Progress billings may be based on the hourly rate and hours expended (see provision 1.7, but total billing shall not exceed the firm fixed price expressed in the resulting contract for each phase and any formal amendments thereto. The vendor is advised that the total hour level proposed by the vendor will be evaluated by Lake EMS as a matter of realism and understanding of the full scope of the work to be performed.

Responding vendors are further advised that after initial review of all responses, Lake EMS reserves the right to fully define the scope and timeframe of services to be performed with vendors determined to be within the competitive range for award, and to request best and final offers for completion of the finalized scope within a stated timeframe.

By Signing This Proposal the Proposer Attests and Certifies That:

- It satisfies all legal requirements (as an entity) to do business with Lake EMS.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by Lake EMS that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any related contract(s).

Certification Regarding Acceptance of Lake EMS Electronic Payable Process

The vendor will accept payment through Lake County’s VISA- based electronic payment system: Yes No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake EMS awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: _____

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: _____
 Street Address: _____
 Mailing Address (if different): _____
 Telephone No.: _____ Fax No.: _____ E-mail: _____
 FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
 Signature: _____ Date: _____
 Print Name: _____ Title: _____

Award of Contract by Lake EMS: (Official Use Only)

By signature below, Lake EMS confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by Lake EMS to support the contract.

Vendor awarded as:

Sole vendor Pre-qualified pool vendor based on price
 Pre-qualified pool vendor (spot bid) Primary vendor for items: _____
 Secondary vendor for items: _____ Other status: _____

Signature of authorized Lake EMS official: _____ Date: _____
 Printed name: _____ Title: _____
 Purchase Order Number assigned to this contract for billing purposes: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

- Attachment 1: Firm Profile Form**
- Attachment 2: Team Composition Form**
- Attachment 3: Similar Projects/Reference Form**

FIRM PROFILE FORM

<p>1. Firm (or joint venture) Name & Address:</p>	<p>1e. Licensed to do business in the State of Florida? _____ Yes _____ No</p>
<p>1a. FEIN # _____</p>	<p>1f. Name, Title & Telephone Number of Principal to Contact</p>
<p>1b. Year Firm was established _____</p> <p>1c. Are you a “Not for Profit” 501(c)(3) organization? Yes _____ No _____</p> <p>If you answered yes, please provide proof.</p> <p>1d. Firm is a Certified Minority Business Enterprise Yes _____ No _____</p>	<p>1g. Address of office to perform work, if different from Item 1.</p>
<p>2. Please list number of people by discipline that your firm/joint venture will commit to Lake EMS’s project.</p>	
<p>3. If submittal is by joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:</p> <p>3a. Has this joint venture previously worked together? Yes _____ No _____</p>	

TEAM COMPOSTION

Brief resumes of prime consultant(s) and other key persons who shall be assigned to the project. Utilize one sheet per person. (Brief resumes and additional information may be attached.)

Name: Title:
Project assignment:
Name of firm with which associated:
Years of experience: With this firm _____ With other firms _____
Education: Certifications/Degree(s)/year/school/specialization:
Other experience and qualifications relevant to the proposed project:

SIMILAR PROJECTS FORM

Work by firm or individual that best illustrates current qualifications relevant to Lake EMS' project that has been/is being accomplished by personnel that shall be assigned to Lake EMS' project. List no more than ten (10) projects. (This form may be reproduced.)

<p><u>Project Name, Entity Name, Address & Location</u></p> <p>Project Manager (from your firm):</p>	<p><u>Contact Person:</u></p> <p><u>Title:</u></p> <p><u>Telephone Number:</u></p>
<p>Completion Date (Actual or Estimated) _____</p> <p>Estimated Project Cost: \$_____</p> <p>Work for which you firm was/is responsible: \$_____</p>	
<p><u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).</p> 	
<p><u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to Lake EMS's project.</u></p> 	