

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Re-Bid
 Other

Previous Contract/Project No.
RFP692A-1

LIVING WAGE APPLIES: YES NO

Requisition/Project No: RFP-00426
year OTR

TERM OF CONTRACT: 3 years with one(1), two-

Requisition/Project Title: **MEDICAL TRANSPORTATION SERVICES (AMBULANCE)**

Description:

Miami-Dade County hereinafter referred to as the County, as represented by the Miami-Dade Fire Rescue Department ("MDFR"), is soliciting for proposals to provide medical transportation services (ambulance) from firms meeting the requirements set forth by the State of Florida Department of Health - Emergency Medical Services, Bureau of Emergency Medical Services Advance Life Support and Basic Life Support, and holding appropriate certification and licensing required by the Federal Communications Commission (FCC) and required by Section 64J-1 of the Florida Administrative Code (attached as Appendix A) and as stated in the Minimum Qualification (in the Proposer Information Section).

User Department(s): Fire Rescue, Police and Corrections

Issuing Department: ISD-PMS

Contact Person: Yuly Chaux-Ramirez

Phone: 305-375-4263

Projected Cost: \$1.00

Funding Source: N/A

FUNDING SOURCE:

ANALYSIS

Commodity/Service No: 990-37 SIC:			
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years			
Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
EXISTING		2ND YEAR	3RD
YEAR			
Contractor:	RANDLE-EASTERN AMBULANCE SERVICE INC		
Small Business Enterprise:			
Contract Value:	\$1.00		
Comments:			
Continued on another page (s): <u> </u> Yes <u> </u> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		

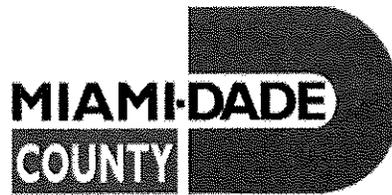
Basis of Recommendation:

Signed: Yuly Chaux Ramirez

Date to SBD: 7/27/16

Date Returned to DPM: _____

This document is a draft of a planned solicitation and is subject to change without notice.



**REQUEST FOR PROPOSALS (RFP) No. 00426
FOR
MEDICAL TRANSPORTATION SERVICES (AMBULANCE)**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2016 at __:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division

for

Miami Dade Fire Rescue Department

COUNTY CONTACT FOR THIS SOLICITATION:

Yuly Chau-Ramirez, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4263
E-mail: ychau@miamidade.gov

PROPOSAL RESPONSES DUE:

INSERT DATE AND TIME

IT IS THE POLICY OF MIAMI-DADE COUNTY THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County hereinafter referred to as the County, as represented by the Miami-Dade Fire Rescue Department ("MDFR"), is soliciting for proposals to provide medical transportation services (ambulance) from firms meeting the requirements set forth by the State of Florida Department of Health - Emergency Medical Services, Bureau of Emergency Medical Services Advance Life Support and Basic Life Support, and holding appropriate certification and licensing required by the Federal Communications Commission (FCC) and required by Section 64J-1 of the Florida Administrative Code (attached as Appendix A) and as stated in the Minimum Qualification (in the Proposer Information Section).

Selected proposer(s) shall provide ambulance services to respond to calls from the County and Municipal Fire and Police Departments (as stated below in Group categories) at the Basic Life Support Level (BLS), and/or Advanced Life Support (ALS) level on as needed basis. Selection of proposer(s) for award will be made to a pool of up to three (3) responsive and responsible contractors (Primary, Secondary and Tertiary designation).

Services shall be provided in the following Group categories:

Group 1: Urgent /Non Urgent Response - County and Municipal Fire Rescue Systems, and Municipal Police Department

Group 2: Urgent/Non Urgent - Miami-Dade Corrections and Rehabilitation Department

The County anticipates awarding a contract for a three-year period, with one, two-year option to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference:

See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hwrig@miamidade.gov at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

Projected Award Date:

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" and "Selected Proposer(s)" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation.
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 **General Proposal Information**

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or

- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

1.6 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, 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 proposal for 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 Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.7 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.8 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. 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. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.9 Contract Measures

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2.1.1.1.2 of the Code of Miami-Dade County as follows:

Set-aside:

This Solicitation is set-aside for SBE's.

Subcontractor Goal:

_____% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the prime contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Proposer will demonstrate unavailability. The Schedule of Intent form can be found at <http://www.miamidade.gov/business/library/forms/sbe-soi.pdf>.

The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal submittal deadline of this Solicitation, as well as, meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the program, is available on the Small Business Development's website <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>.

(If Selection Factor use Section 4.4 and delete above section.)

2.0 SCOPE OF SERVICES

2.1 Introduction/Background

Miami-Dade County hereinafter referred to as the "County," as represented by the Miami-Dade County Department of Fire Rescue (MDFR), is soliciting for proposals to provide medical transportation services (ambulance) from qualified firms holding appropriate certification and meeting the requirements set forth by the State of Florida Departments of Health Emergency Medical Services, Bureau of Emergency Medical Services Advance Life Support and Basic Life Support, licensing required by the FCC and required by Section 64J-1 of the Florida Administrative Code, as may be amended. (Please see Appendix A and Minimum Qualifications in Proposer Information Section).

Selected Proposer(s) will provide ambulance services to respond to calls from the County and Municipal Fire Departments at the Basic Life Support Level (BLS), and/or Advanced Life Support (ALS) level on as needed basis.

Services shall be provided in the following categories:

- Group 1: Urgent /Non Urgent Response - County and Municipal Fire Rescue Systems, and Municipal Police Department
- Group 2: Urgent/Non Urgent - Miami-Dade Corrections and Rehabilitation Department

Estimated Monthly Runs for each of the Groups is shown below:

Group 1: The approximate monthly requests as reflected in the 2015 run statistics were 2700.

Group 2: The approximate monthly requests as reflected in the 2015 run statistics were 120.

The County specifically makes no promises or guarantees concerning the number of urgent and non urgent runs or transports, quantities of patients or distance of transports that will be associated with this solicitation. The County has made every effort to provide accurate data and information but does not guarantee that the data provided reflects future run statistics.

2.2 Minimum Qualification Requirements

The minimum qualification requirements for this Solicitation are:

- a) A copy of the Proposer's Miami-Dade County Certificate of Public Convenience and Necessity for Public Entity Ambulance Operation shall be submitted including accompanying documentation that reflects the number of response units allowed to operate under this document.
- b) A copy of the State of Florida, Bureau of Emergency Medical Services Advanced Life Support (ALS), and Basic Life Support (BLS) license (Department of Health (DH) Form 631).

2.3 Definitions

- a) Ambulance Contract Compliance Officer - the County Mayor or the duly authorized County representative designated to manage the Contract.
- b) Arrival Time - the time at which the ambulance arrives onsite at the physical address provided by the authorized agency requesting transportation. This can be confirmed by contacting the agency via phone upon arrival or direct contact with the requestor.
- c) Equipment – the medical equipment and supplies required on Vehicles as defined in Florida Administrative Code Section 64J-1.
- d) Requesting Agency – County and municipal Police and Fire Rescue, Corrections, community health care centers and other authorized agencies designated in writing by the County Mayor or designee.
- e) Vehicles – medical transportation units (ambulances) utilized to perform Services.

2.4 Requirements and Services to be provided

The selected Proposer(s) shall provide all services in accordance with all applicable Federal, State, and County laws, ordinances, regulations, and administrative codes governing the provision of medical transport vehicle services. In case of an emergency, the guidelines contained in any contract issued as a result of this solicitation may be supplemented by instructions from the County or Municipal Fire Rescue Departments or other designated agency. The selected Proposer(s) shall not refuse or delay transportation of any patient. The selected Proposer(s) will also attend drills, exercises, and meetings conducted by such department.

A. Continuity of Operations Plan (COOP)

The selected Proposer(s) shall submit a final Continuity of Operations Plan (COOP) for approval prior to the County issuing a Notice to Proceed (NTP) with any agreement issued as a result of this solicitation that will fulfill the arrival time requirements established by the County and shall include the components of the plan as listed below:

1. Plans and Procedures
2. Mission Essential Functions
3. Delegations of Authority
4. Orders of Succession
5. Devolution - The devolution section should address how the department will identify and conduct its essential functions in the aftermath of a worst-case scenario, one in which the leadership is incapacitated. The department should be prepared to transfer all of their essential functions and responsibilities to personnel at a different office or location.
6. Staging Area
7. Alternate Facilities
8. Interoperable Communications
9. Vital Records and Databases
10. Logistics and Administration
11. Personnel Issues and Coordination
12. Reconstitution
13. Testing, Training and Exercising
14. Health Emergency
15. Program Management

B. Deployment Plan

The Selected Proposer(s) shall submit a final Deployment Plan for approval prior to the County issuing a Notice to Proceed with any agreement issued as a result of this solicitation that will fulfill the arrival time requirements established by the County and shall include:

- 1) Detail Selected Contractor's 24 hour system status management strategies.
- 2) Detail mechanisms utilized by Selected Proposer(s) to meet the demand for ambulance response during peak periods or unexpected unusually high call volume times.
- 3) Include a current map identifying proposed ambulance station or post locations.
- 4) Provide any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

The Selected Proposer(s) shall redeploy or add additional ambulance hours if performance standards are not met and the Ambulance Contract Compliance Officer is notified by end users of delayed or extended response times. Upon notification by the Ambulance Contract Compliance Officer the Selected Proposer(s) shall submit proposed changes in the Deployment Plan in writing to the Ambulance Contract Compliance Officer within 30 days of written notification by the Ambulance Contract Compliance Officer.

C. Estimated Time of Arrival

The Selected Proposer(s) designated as the primary will provide an estimated time of arrival (ETA) when a request for an ambulance is made by the Fire Rescue/Police/Correction Dispatcher ("Dispatcher"). The Dispatcher may cancel the request to the primary selected proposer, and use the secondary and tertiary selected proposer respectively, if the primary or secondary proposer provide an ETA that is unacceptable to the on-scene requestor or that exceeds the Performance standards/Response Times identified in Article 16. All canceled requests will be included on the Performance Report and/or Invoice. The Selected Proposer(s) will incur Liquidated Damages as stipulated in Article 16 of the form of Agreement.

South Area of Miami Dade County

The South Area as outlined in Appendix ___ currently faces response time challenges due to the lack of Fire Stations. The proposer selected as the Primary contractor is subject to the Performance Standards/Response Times identified in Article 16 (a)-1.

The Selected Proposer shall provide a Performance Report on a bi-weekly basis to the Ambulance Contract Compliance Officer, which shall contain at a minimum the following: time call received, estimated time of arrival, time vehicle is dispatched, station and vehicle number, Contractor's and authorized agency dispatch/voucher numbers, type of call, name of patient, location of patient, destination address, time arrived on-scene, computation of response time, computation of response time in excess of performance standard, when applicable, reassignment, if applicable, and detailed charges for calls. The Fire Rescue representative or the Requesting Agency representative shall announce their arrival to the Fire Rescue dispatch office or the central dispatch office or enter the arrival time for the official dispatch record log. This procedure and time log shall be recognized as the official and only time record.

D. Hours of Operation

The Selected Proposer(s) shall provide:

Groups 1 and 2

Service (24) twenty-four hours a day, (7) seven days a week every day of the term of the contract.

E. Performance Standards/Response Times – Urgent/Non-Urgent Response Requests

The Selected Proposer(s) shall ensure that Performance Standards/Response times are met as stipulated in Article 16 of the Form of Agreement.

F. Response Time Exceptions

In some cases late responses will be excused from financial Liquidated Damages and from response time compliance reports. These excuses shall be for good cause only, as determined by the County. The burden of proof that there is good cause for the excuse shall rest with the Selected Proposer(s) and Selected Proposer(s) must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exceptions shall be considered on a case-by-case

basis. Selected Proposer(s) shall file a request for each response time excuse with MDFR within fifteen (15) days of the date of the occurrence. Such request shall list the date, the time, and the specific circumstances causing the delayed response.

G. Quality Assurance and Liquidated Damages

In accordance with the Performance Standards/Response Times identified in Article 16 of the Form of Agreement.

- Quality Assurance and Liquidated Damages are applicable. Liquidated Damages are as defined in Article 16 of the Form of Agreement.

Selected Proposer(s) shall retain and make available for inspection by the County during the term of the agreement and for at least a three-year period from expiration of the executed contract all documents and records required and described herein.

At any time during normal business hours, and as often as may reasonably be deemed necessary, the Ambulance Contract Compliance Officer and/or MDFR representatives may observe the Selected Proposer(s)'s operations. Additionally, the Selected Proposer(s) shall make available for County examination and audit invoices, daily logs and other data related to all matters covered herein.

H. Transportation Destinations

The Selected Proposer(s) shall bill all transports beginning from the point of origin (the requested pick up location) and ending with the destination, both respectively being determined by the Requesting Agency. At no time shall the Selected Proposer(s) or its personnel alter or attempt to alter the destination determined by the Requesting Agency. Notwithstanding the foregoing: the Selected Proposer(s) shall not be required to transport patients to a destination outside of Miami Dade and Broward Counties. If the patient becomes critical or unstable, as determined by the Selected Proposer(s) personnel conducting patient care, the Selected Proposer(s) shall transport the patient to the nearest 911 receiving facility.

I. Personnel

The Selected Proposer(s) shall ensure that with respect to any agreement issued as a result of this RFP that:

- 1) Each in-service vehicle shall be staffed by personnel adequately trained and who possess the necessary skills and abilities to perform all duties required hereunder in accordance with applicable Florida Statutes, Florida Administrative Code, Miami-Dade County Code, Ordinances and Regulations and Federal standards as they now exist or as may be amended.
- 2) All drivers shall possess a valid class D license issued by the State of Florida and shall maintain a good driving record through the term of employment with the Selected Proposer(s). The Selected Proposer(s) shall at a minimum, review each person's driving record semi-annually. Any person that has pled Nolo contendere, pled guilty, been found guilty, or been convicted (regardless of whether adjudication has been withheld) of three or more moving violations during any one-year period or otherwise does not meet the requirements of Chapter 4 and 31 of the Miami-Dade County Ordinance Code shall be removed from driving responsibility.
- 3) All personnel are properly uniformed to present a neat, clean and professional appearance at all times. The uniform color and insignia are to be approved by the Ambulance Contract Compliance Officer prior to commencement of service. The Selected Proposer(s) shall require such personnel to wear visibly on their person at all times while on duty, an identification badge to include the employee's picture, name, level of State certification, and Selected Proposer(s)'s name.
- 4) Employees that interface with the public shall be able to communicate in English, both written and oral.
- 5) A full-time Project Manager is designated who shall be responsible for the Selected Proposer(s)'s performance and responsibilities under any Contract resulting from this solicitation. The Selected Proposer(s)'s Project Manager is subject to the written approval of the County. The Project Manager shall serve as the daily single point of authority for resolution of complaints and shall assure that service is provided uniformly. The Project Manager shall be available on a 24-hour basis. The title, name, and telephone number to contact this person shall be provided with the required documents for this proposal.
- 6) The Selected Proposer(s) shall file a personnel in-service training program for new employees, as well as, an on-going driver-training program with MDFR within five (5) business days of the Notice to Proceed. The Selected Proposer(s) shall assure compliance with the standards and requirements of this Solicitation, specifically this Section 2. Selected Proposer(s) shall ensure that field personnel are properly trained and oriented before being assigned to respond to medical requests generated herein. The orientation shall include, at a minimum, an EMS system overview; EMS policies and procedures including patient

destination, trauma triage and patient treatment protocols; radio communications with and between the ambulance, base hospital, receiving facilities, and dispatch center; map reading skills, including key landmarks, routes to hospitals and other major receiving facilities; response areas within the County; and ambulance Equipment utilization and maintenance, in addition to the Selected Proposer(s)'s policies and procedures. Selected Proposer(s) shall be responsible for ensuring that this standard is met. Each employee of the Selected Proposer(s) shall complete this training program prior to providing Services under any contract that may result from this RFP. Proof of completion for this training program shall be required upon request from Miami-Dade County Department of Emergency Management, Department of Corrections, or the Department of Community Health, participating under any contract resulting from this solicitation.

- 7) All employees of the Selected Proposer(s) shall be considered the sole employees of the Selected Proposer(s) under its sole direction and not an employee or agent of Miami-Dade County. The Selected Proposer(s) shall supply competent and physically capable employees. Miami-Dade County may require the Selected Proposer(s) to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment is not in the best interest of the County.
- 8) Selected Proposer(s) shall employ a medical director who shall be a board certified emergency physician in the State of Florida and who shall monitor the day-to-day activities of Selected Proposer(s)'s training department, to include continuing education programs and the preceptor program and shall advise Selected Proposer(s)'s Operations Manager regarding field operations and pre-hospital medical care. The medical director shall provide medical oversight of the emergency medical dispatch program. Selected Proposer(s)'s medical director shall cooperate with County's EMS Medical Director.
- 9) In the event of a Disaster the Selected Proposer(s) will provide a properly trained operations person to the Miami Dade County Emergency Operations Center (EOC) - for the duration of the EOC activation period - to assist in the coordination and transportation of the evacuation and repatriation of special needs clients on the Miami-Dade County Emergency Evacuation Assistance Program registry. The Selected Proposer(s) personnel shall perform as part of the Incident Command System which is a part of the Miami-Dade County Comprehensive Emergency Management Plan. The fee the Selected Proposer(s) can charge the County for these services shall be \$260 per transport. If the Selected Proposer(s) deems it necessary to sub-contract, the Selected Proposer(s) shall be held to the provisions of Article 20: "Subcontractual Relations" (in the Form of Agreement) and shall be solely responsible for payment to sub-contracted parties for services rendered.
- 10) During a disaster the Selected Proposer(s) may be released, at the discretion of the Ambulance Contract Compliance Officer, from response time performance requirements for all responses, including response time Liquidated Damages.

J. Compensation

With respect to any compensation to the Selected Proposer(s), The Selected Proposer(s) shall ensure that:

- 1) Requests for payment are in a form designated and approved by the County's designated Ambulance Contract Compliance Officer. The request shall be filed electronically bi-weekly with the Ambulance Contract Compliance Officer.
- 2) Each request for payment shall be in statement form, with each invoice listed by number, date, authorizing log, or voucher number, patient name, pick up location, drop off location, pick up time, and drop off time.
- 3) Miami-Dade County will pay each request for payment after review and approval by the Ambulance Contract Compliance Officer.

K. Communication System

The Selected Proposer(s) shall provide the following:

- 1) Each ambulance operated pursuant to any agreement issued as a result of this solicitation must have a two-way radio, operating on an independent radio frequency, licensed by the Federal Communications Commission (FCC). This system shall be capable of two-way communications between the Selected Proposer(s)'s Vehicles and all locations within Miami-Dade County. In addition, each such ambulance shall have a second system providing two-way radio communication to hospitals on all designated medical channels licensed by the FCC for ambulance to hospital communication.
- 2) Each such ambulance unit must be equipped with radio communications equipment capable of receiving and transmitting on a radio frequency designated by Miami-Dade Fire Rescue Department mutual aid use. In addition, each driver staffing Vehicles shall

be accessible to the Selected Contractor's dispatcher by pager/Cell Phone/some other electronic way. The Selected Proposer(s) shall provide a list of all drivers' pagers/cell phone numbers/whatever electronic is used list to MDFR and update as necessary to ensure the County has the most current list.

L. Base Station

The Selected Proposer(s) shall ensure that:

- 1) Its base station is in constant radio communication with all in-service Vehicles. A dispatcher that is familiar with ambulance transportation operations, County geography, emergency, and administrative procedures of the County and its municipalities is on-duty during operating hours. The dispatcher shall be knowledgeable in emergency terminology and procedures and be fluent in English.
- 2) It has a telephone system with a Miami Dade County local phone access number and is sufficiently staffed to fulfill the Selected Proposer's obligations under any contract issued as a result of this RFP.
- 3) There are tape recordings of all radio and telephonic service related conversations received through the communications center requesting ambulance service. Said tapes shall be maintained for at least sixty (60) days. Copies of specific tapes shall be maintained for longer periods if requested by the County. Any tape requested by the County shall be provided within seventy-two (72) hours.
- 4) The Base Station shall have a computer aided dispatch system in place that will incorporate or have the following elements:
 - a. Incident information - This is a database of the incident data, usually obtained from a telephone caller, and including the location (house number and street name, commonplace name, intersection), caller info, and other information gathered by the dispatcher.
 - b. Unit Display - CAD has a database of personnel and field units, which is used to display a list of active units. This database includes the unit ID, assigned personnel, special capabilities (ALS, BLS, etc.). The database is linked to the incident database, allowing the dispatcher to display unit status: in-service, out-of-service, etc.
 - c. Incident Dispatch - With information about incidents and units, the dispatcher can link an incident to one or more field units, which essentially assigns the units to the incident. Most CAD software will provide a recommendation of which units should respond, based on pre-determined tables or a unit's actual location.
 - d. Time Stamping - whenever the dispatcher takes an action (enter a new incident, dispatch a unit, unit arrives on-scene, etc.), the computer records that time and links it to the incident and unit records for later review.
 - e. Report Generation - to help analyze incident and unit activity, CAD allows production of reports listing all types of information, by ranges of date and time, and sorted by various fields.
 - f. Maintenance - The software allows the system administrator to create and edit the various support files, and to make data back-ups of the various files.

M. System Status Quality Program

The Selected Proposer(s) shall establish and maintain a system status quality program, including:

- 1) A system to identify response time performance problems in order to identify underlying causes and to mitigate them. Ambulance schedules, deployment and number of hours deployed will be reviewed and adjusted as needed.
- 2) A System Status Management review and quality improvement report to be submitted within thirty (30) days upon the written request by the Ambulance Contract Compliance Officer.

N. Ambulance Equipment

The Selected Proposer(s) shall ensure that:

- 1) All Equipment as required by the State of Florida Department of Health Administrative Code 64J-1 shall be in safe, in good repair and working order at all times. All Equipment shall be appropriately maintained throughout the period of performance.
- 2) Selected Proposer(s) shall have sufficient Equipment and expendable supplies so that there is a sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.
- 3) All Equipment utilized by the Selected Proposer(s) shall be the sole property of said Selected Proposer(s). The Selected Proposer(s) shall not possess Equipment that is the property of any entity utilizing said contract, unless granted express

permission. Failure to comply with the requirements contained in this section shall result in Liquidated Damages as described in the Form of Agreement (attached hereto), Article 16 "Quality Assurance and Liquidated Damages".

O. Transport Service Records

The Selected Proposer(s) shall maintain:

- 1) A detailed log for each vehicle. This log shall contain the on-duty attendants' names, date, time call received, location of call, destination, and Requesting Agency. This log shall also contain any information not listed and required by County, State, or Federal Guidelines. The County Manager or designee reserves the right to require modification to this log any time during any period of performance. All logs shall be provided upon request from the County Manager or designee.
- 2) A dispatch log that shall contain the date, time, name of operator on-duty, time call received, nature of call, Requesting Agency, request location, unit dispatch time, unit reported arrival time, and call number. This log shall also contain any information not listed and required by County, State, or Federal Guidelines. The County Manager or designee reserves the right to require modification to this log any time during any contract period. All logs shall be provided upon request by the County Manager or designee.

P. Vehicle Maintenance

Selected Proposer(s) shall submit a final vehicle maintenance program and provide the locations where maintenance services will be performed in writing to the County. Records of vehicle maintenance shall be submitted to the County on an annual basis.

Q. Data and Reporting

The contractor shall submit on a monthly basis a report for both group 1 and 2, to the Contract Administrator, that will include at a minimum the group, municipality or department (i.e. Fire, Police, Corrections, etc.), Call number/Alarm, date, company, unit, patient, Pick-up Location, Destination, Call receipt time, dispatched time, on-scene time, transport time, arrival time, caller description, caller code, and response time. The format of the reports will be approved by the contract administrator and will be sent via e-mail to ambulance@miamidade.gov.

2.5 Optional Item (Only to the Primary Contractor)

The Primary Contractor will have the option to lease from the County space at the MDRF Station No. 16 in order to provide more coverage in the South Area of Miami-Dade County.

Location: A portion of County-owned land located at 325 NW 2 Street, Homestead, Florida 33030

Property Description: (10-7813-009-0220); Fiske Manor Subdivision PB 15-63 Portion of Block 2.

The Lessee shall be limited to uses related to the operation of the business which primarily involves providing ambulance service to Miami-Dade County. The County will provide the Lessee an approximate 2,800 sq. ft. structure at the above location. The Lessee shall provide all related furniture and equipment to run the operation. The Lessee shall have access to the property 24/7 365 days a year. The Lessee shall provide corresponding information including but not limited to licenses, permits, and insurance certificates. The Lessee shall be responsible for all related costs. In addition, the Lessee at its own cost shall provide the required means of security.

The Lessee shall use the eastern 2,800 sq. ft. structure for general office/administrative purposes associated with ambulance service and for no other use without the prior express written consent of MDRF. The Lessee recognizes that MDRF maintains the right to utilize the remainder of the Parcel and use it as it deems necessary at any time.

Background Information

The Miami-Dade Fire Rescue Department (MDFR) owns an approximate 0.96 acre parcel of land located at 325 NW 2 Street in the City of Homestead (the "Parcel"). The Parcel is currently improved with two (2) structures that were used by MDRF to operate MDRF Station No. 16. In 2012, MDRF constructed a new Station No. 16 immediately north of the Parcel.

The terms and conditions of the lease may be found in the Draft Form of Agreement – Lease of MDR Station No. 16.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below by Group. The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Competitive Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Experience and qualifications of all key personnel, including resumes, certifications, and training histories	20
2. Proposer's preliminary Deployment and COOP plans	20
3. Proposer's qualifications, past experience and performance in providing these services; Proposer's current staffing levels for its current Vehicles and Proposer's financial capability	15
4. Proposer's initial training and the on-going education programs	15
5. Proposer's maintenance and quality control practices and conditions of its current Vehicles and Equipment	10
<u>Price Criteria</u>	<u>Points</u>
Proposer's proposed price	20

4.3 Oral Presentations

Upon evaluation of the technical criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s),

the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

OR

A Selection Factor is not applicable to this Solicitation.

OR

(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submittal form.

4.6 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final

offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- c) Allow County personnel to inspect Proposer's facility, Dispatch Center, Vehicles and Equipment.

4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1)

percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Proposal Submission Package
Proposer Information Section
Draft Form of Agreement – Medical Transportation Services
Draft Form of Agreement – Lease of MDR station No. 16.
Form B1- Price Proposal Schedule

Appendix A - Section 64J-1 of the Florida Administrative Code
Appendix B – Affidavit of Compliance
Appendix C - Miami-Dade County Map – South End Area