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February 2, 2011

*Via Regular U.S. Mail Delivery and Facsimile at (813)371-1661
Via Electronic Mail Delivery at Tom_diaz@amr-ems.net*

LifeFleet Southeast, Inc.
d/b/a American Medical Response
4914 W. Knox Street
Tampa, FL 33636
ATTN: Tomas Diaz

Re: Letter of Protest
Sumter County Request for Proposal: RFP # 172-0-2010/AT
Emergency Ambulance Services

Dear Mr. Diaz:

This Firm has the pleasure of representing the Sumter County Board of County Commissioners. Our client has forwarded your Letter of Protest, dated January 26, 2011, for our review. Please allow this correspondence to serve as Sumter County's attempt to resolve the aforementioned protest by mutual agreement pursuant to Florida Statute §120.57(3)(d)1.

After a review of your letter of protest and the attachments thereto; a review of the applicable statutory authority and case law; and a review of Sumter County's codes, policies and procedures, it is our opinion that the Sumter County Selection Committee ("Committee") did not deviate from the applicable standard of law, or the County's Purchasing Policy, when deciding to select the proposal of Rural/Metro Corporation of Florida Inc.'s with regard to RFP #172-0-2010/AT.

American Medical Response ("AMR") has alleged that its competitor, Rural/Metro Corporation of Florida Inc. ("Rural") committed fraud in its Proposal, requiring Sumter County to either re-score or disqualify Rural from the RFP. Specifically, in your Letter of Protest, you raise two (2) points of protest related to the allegations of fraud: A. Procedural Issues, and B. Committee Errors.

With regard to your first point of protest, Procedural Issues, you allege that Rural "expressly" violated both the requirements and the intent of the Sumter County Code, the Florida Statutes and relevant Florida case law." You further allege that Rural violated sections 101 and 201 of Sumter County's purchasing policy by making certain

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misrepresentations in its proposal and then executing the certification contained in the RFP.

The basis of AMR's contention that Rural committed fraud in the bid process is that Rural copied and submitted sections of one of AMR's bid proposals to the City of Orlando, submitted on April 1, 2010, prior in time to the date of the RFP in this matter. Despite the fact that the Orlando proposal is a public record, subject to disclosure under Florida Statute §119, AMR contends that the Orlando proposal was its proprietary work product. AMR bases this claim on the fact that one of its former employees, David Lindberg, worked with a consultant, Dr. Jeff Goldberg, to provide the information which was submitted in the City of Orlando proposal. It also appears from AMR's Letter of Protest, that Mr. Lindberg left AMR's employment shortly after the Orlando proposal was submitted to work with Rural. AMR has implied that Mr. Lindberg took proprietary and copyrighted information to its competitor, Rural, which Rural later used in its proposal to Sumter County.

However, there appear to be many deficiencies in AMR's Letter of Protest with regard to its claims that Rural somehow misused proprietary, copyrighted information, as opposed to competition amongst rival companies. For example, AMR has failed to provide any type of Confidentiality Agreement or Non-Compete Agreement between it and Mr. Lindberg which would preclude the dissemination of such information, or which would preclude Mr. Lindberg's employment with Rural. In addition, AMR has attached a check to Dr. Goldberg regarding his services for AMR, but has failed to attach any documentation which indicates that the consulting work he performed resulted in a proprietary process which is unique to AMR's operations. Furthermore, AMR has failed to demonstrate that it actually holds or is entitled to copyright protection for the documents it has claimed were copied by Rural. AMR failed to attach any copyright applications or certificates for its applications, models or methods. In fact, on page six (6) of its Letter of Protest, AMR states "Rural/Metro may have violated applicable copyright laws..." and "may have violated" Florida's Deceptive and Unfair Trade Practices Act with regard to its allegations against Rural. (Emphasis added.) Thus, it would appear that this is a dispute which is between AMR and Rural which does not involve the County or its purchasing policies, for which AMR has an adequate remedy at law. Accordingly, the County finds no reason to disqualify, re-score or otherwise re-bid RFP # 172-0-2010/AT as related to AMR's first point of protest.

With regard to your second point of protest, Committee Errors, AMR indicates that the Committee allowed Rural to revise its proposal to provide dispatch in Sumter County rather than in Orlando and allowed Rural to claim as its own, portions of AMR's Orlando proposal, thereby tainting the scoring process. A review of the proposals, the Committee notes and scoring documents clearly indicates that the Committee acted appropriately with regard to the proposals and interviews in question, and therefore followed all applicable requirements of the law, the County's codes, as well as its purchasing policy. Accordingly, the County finds no reason to disqualify, re-score or otherwise re-bid RFP # 172-0-2010/AT as related to AMR's second point of protest.

Based upon the foregoing, Sumter County would respectfully request that AMR withdraw its bid protest by Friday, February 4, 2011, at 3:00 p.m. Otherwise, Sumter County will be forced to submit this protest to the Department of Administrative Hearings for an Administrative Review and request any and all relief afforded to Sumter County under the law.

Thank you for your prompt attention to this matter. I look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read 'George G. Angelidis', written in a cursive style.

George G. Angelidis, Esq.
Counsel for Sumter County