

August 29, 2014

Key West Fire Department (KWFD) Emergency Medical Service (EMS)
Billing Agency Request for Proposal

To: All Prospective Proposers

City of Key West RFP #02-015 contains the following documents:

- a. Cover letter one (1) page in length
- b. Specifications and Scope of Work ten (10) pages in length
- c. Draft Consulting Agreement, City Reserves the Right to Amend, seven (7) pages in length
- d. Required permit/license one (1) page in length
- e. Anti-Kickback Affidavit one (1) page in length
- f. Domestic Partner Benefit one (1) page in length
- g. Cone of Silence Affidavit three (3) page in length
- h. Local Vendor Certification one (1) page in length
- i. Entity Crimes Statement three (3) pages in length
- j. Insurance Requirement (1) page/pages in length
- k. Call for Proposals one (1) page in length

Please review your proposal package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s).

Proposers submitting proposals should ensure that the following documents are completed, certified, and returned as instructed: Anti-Kickback Affidavit, Public Entity Crimes Certification, Copy of Current Occupational License, and Local Vendor Certification, if applicable.

SUBJECT: EMS Billing Service

RFP# 02-015

ISSUE DATE: SEPTEMBER 7th, 2014

PRE-PROPOSAL
CONFERENCE: (N/A)

MAIL PROPOSALS TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVE
KEY WEST, FL 33040

DELIVER PROPOSALS TO: SAME AS ABOVE

PROPOSALS MUST BE
RECEIVED: OCTOBER 8th, 2015

NOT LATER THAN: 3:00 P.M.



SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

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Enclosures

RFP #02-015 EMS Billing Agency, City of Key West

Specifications and Scope of Work

As requested by the Key West Fire Dept. (hereinafter, the “KWFD”), the City of Key West (hereinafter, “CITY”) has issued this Request for Proposal (hereinafter, “RFP”) with the intent of obtaining proposals from interested and qualified firms in accordance with the terms, conditions and specifications stated or attached.

The Vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated herein.

Background

The KWFD will be providing ambulance service for the community of Key West with an effective date of 4/1/2015.

Detailed Scope of Work

The KWFD is seeking professional service agencies, companies, corporations, partnerships, individuals organizations and/or other legal entities organized under the laws of the State of Florida to provide billing services for emergency medical services transport. The KWFD is looking for accounts receivable management as well as the funding of an ePCR solution with hospital data interface.

- a. Provide billing and accounts receivable management services - The successful Proposer shall provide billing and accounts receivable management services to the CITY for emergency medical transportation services rendered by the CITY. The Contractor shall file required documentation and agreements with payers (e.g. Medicare, Medicaid, and private insurance companies).
- b. The contractor must have a minimum of 5 clients that exceed 3,000 transports or medical claims processed last fiscal year.
- c. The contractor must have a full time compliance officer.
- d. The contractor must absorb all credit card and debit card fees incurred for processing.
- e. The contractor will scan images and all patient documents and attach this information to each trip.
- f. The contractor must work to establish relationships with all the CITY receiving hospitals.
- g. The contractor must have demonstrated success interfacing ePCR technology to their billing system.

- h. The contractor must allow 24/7 web access to the billing system to access detailed patient billing processes to see all transactions on any account at any time.
- i. The contractor must provide both canned and custom reporting daily, weekly, monthly via a secure method.
- j. The contractor may supply an ePCR solution with Health Data Exchange model.
- k. The contractor will confirm every patient transported by KWFD insurance verification across Medicare if 65+, across Medicaid at the time of processing and retroactively.
- l. The customer service center must have call times from 8 am to 8 pm eastern standard time.
- m. The contractor must record all inbound and outbound patient calls and be able to provide a recording of the call to the KWFD.
- n. The contractor must be able to accept NEMSIS (National EMS Information System) EMS exports to the billing system.
- o. The contractor's reports must combine complete clinical data with financial data.
- p. The contractor must provide a patient web portal which includes:
 - 1. Updates on insurance information
 - 2. Credit Card/ Debit Card/e-Check processing without extra charge to the patient.
 - 3. Re-occurring payment plans
- q. The contractor's call center must support diverse languages on staff and have resources available for translation services when necessary.
- r. The contractor must provide a dedicated Client Service Representative to oversee all primary issues between the CITY and contractor.
- s. The contractor must ensure a segregation of duties, whereby the same individual must not be able to enter billing, adjust billing, post payments, nor deposit funds; and maintain the necessary levels of security in their automated billing system to protect the CITY from loss.
- t. All patient account numbers must be cross referenced with the KWFD incident number.
- u. Ensure that all required documentation and agreements with payers (e.g. Medicare, Medicaid, Tri-Care, etc) are filed and maintained, and that the CITY is notified of important changes to industry regulations.
- v. Provide periodic training to CITY Emergency Medical Services personnel as requested regarding the gathering of necessary information and proper completion of Patient Care Reports (PCRs).
- w. Download PCRs from the CITY EMS data collection system or any EMS data collection system used by the CITY. Firm must accept electronic data from CITY via a secure network supplied by the firm. The secure data transfer will be electronic in XML, ASCII or any other acceptable electronic data transfer format.

- x. Download payment information electronically.
- y. Provide prompt submission of Medicare, Medicaid and Insurance claims after receiving PCRs, which will be the contractor's notice to commence the billing/collection process, including keeping logs confirming all electronic submissions. Secondary insurance provider claims will be submitted after the primary insurance provider has paid. The CITY will monitor for probate and bankruptcy cases for KWFD EMS patients and on receiving Bankruptcy and Probate notice, will submit information with appropriate detail to contractor for filing. The contractor will respond to KWFD requests and post payments/adjustments related to probate and bankruptcy proceedings.
- z. Use up-to-date knowledge and information regarding coding procedures, assigning diagnostic codes and proper preparation of electronic and paper insurance filings to ensure compliance with Federal, State and local regulations.
- aa. Guarantee claim follow up and re-bill and work with the insurance companies when applicable. Re-bill indicates that all charges applicable to the service be retrievable in billing type format and/or detailed statement.
- bb. Provide a reconciliation of the number of transports (PCRs) collected with those transmitted to the contractor, and contact the CITY to report any discrepancies.
- cc. Provide web access to the CITY for access to ad hoc reports on billing performance.
- dd. Establish a skip tracing process to validate patient information (correct spelling of name, social security #'s, Date of Birth, and mailing address to also include unit/condo #'s), and returned mail/bad addresses.
- ee. Employ extensive internal and external insurance eligibility and demographic sweeps to identify patients in a timely manner to support billing practices.
- ff. Provide a designated, responsive and professional liaison for patient/payer concerns. Accept responsibility resolution and communication of all EMS consumer complaints and compliments.
- gg. Provide a means for patients to provide billing information, preferably through a secure web site, to allow patients to review their billing information, add insurance information and request corrections to expedite recovery.
- hh. Provide a toll free phone number to respond to inquiries concerning patient account information.
- ii. Provide all customer-related inquiry services and prepare additional third-party claims or patient payment agreements in accordance with CITY policies. Document interaction between parties.
- jj. Provide proper security of confidential information and proper shredding of all disposed materials containing confidential information. Retain appropriate records in accordance with state records retention requirements.

- kk. Establish working relationships with hospitals to obtain/verify patient insurance and contact information, preferably through electronic, VPN or faxback programs.
- ll. Respond promptly (within one business day) to the CITY, patients, and patient representatives on request for information.
- mm. Participate in face-to-face meeting between CITY personnel and your appropriate personnel on a semi-annual basis (at minimum) to discuss current legislation, trends, hot topics and better business practices.
- nn. Maintain appropriate accounting procedures and provide for reconciling all payments, bank deposits, receivables, billings, patient accounts, adjustments and refunds between the contractor's billing system and CITY records.
- oo. Provide options for payment processing and receipt (ie: bank lockbox, other alternatives, etc.)
- pp. Provide the CITY with copies of supporting documentation for refunds to be made by the CITY the month following the payment posting date.
- qq. Provide timely comprehensive reports facilitating all required aspects of monitoring, evaluating, auditing and managing the services monthly. Reports are to include detailed revenue analysis and forecasts on an as needed basis.
- rr. Provide pre-collection activities on accounts to significantly reduce accounts being turned to an outside collection agency.
- ss. Provide the KWFD or designated collection agency with all unpaid invoices along with the complete processing history once accounts are past due by 180 days or more, or once firm's collection efforts have been exhausted.
- tt. Contractor must participate in FL debt set off program on behalf of the CITY. Follow in accordance to the CITY policy on wage garnishment.
- uu. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed in accordance with CITY procedures. The contractor will not lower any billed amount without the prior approval of the CITY.
- vv. Provide the CITY with access to all CITY accounts, data and information maintained in the automated system of the contractor including any hardware, software or connection services required and provide initial and then as needed on-site training for EMS administrative staff on the software utilized.
- ww. Develop disaster safeguards and a data recovery plan with innate system and functional redundancy to include processing and patient services.
- xx. Develop a plan for receiving mail, depositing payments, and providing the CITY with payment information for accounts prior to the Contract period.

- yy. Provide copies of all user manuals, system overviews, technical manuals, reports on controls such as internal/external audits or regulatory authority reports when requested to do so by the CITY.
- zz. Contractor must provide an independent third party audit annually.
- aaa. Comply with all applicable federal, state and local regulations. The proposal should describe recent and planned efforts for compliance with privacy requirements and data transmission. Recent audits by Medicare, Medicaid, or other agencies may be used to document compliance. Please provide experience with CMS audits and results for the last five years.
- bbb. Compliance with SSAE 16 type 2 is required. Please attach the current SSAE 16 type 2 audit report to the proposal.
- ccc. Completion of HIPAA-HITECH Audit is required. Please attach HIPAA-HITECH Audit documentation to the proposal.
- ddd. For monthly reconciliation and payment of invoice by the CITY, provide the following:
 - 1. Copies for the previous months Explanation of Benefits (EOBs) for Medicare payments and adjustments processed. Notify KWFD of adjustments made by Medicare and accounts affected.
 - 2. Payments and return items are to be posted same date as bank deposit posting date. All posting should be current and all items reconciled by end of business month. Any irreconcilable items are to be reported timely to the CITY for direction and resolution. All postings should be reconciled with the CITY on a weekly basis.
 - 3. Provide monthly reports specific to CITY requirements.
 - 4. Monthly reports are to be received by the CITY no later than the 15th business day of the following month.
- eee. The successful proposer shall be responsible for the invoicing, collection, generation of any and all insurance forms and filings, record maintenance reports and postage for the mailing of all said invoices, and forms. The successful proposer shall provide patients with a comprehensive statement/invoice, HIPPA form and a courtesy return payment envelope. The front of the statement shall describe all charges and payments. The reverse side of the statement shall have clearly marked entry blocks for information needed to file insurance claims.

Term of Contract

The contract term, if an award(s) is/are made is intended to be for an initial 1 year term, with 3 additional 1 year renewal periods.

Prices shall remain firm for the initial term of this contract.

Response Format

The Vendor understands and agrees to abide by all of the RFP specifications, provisions, terms and conditions of same, and all ordinances and policies of the CITY. The Vendor further agrees that if it is awarded a contract, the work will be performed in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Vendor's approach and ability to meet the CITY needs, as stated in this RFP. All proposals should be presented as described in this RFP in PDF or Microsoft Word format with Tabs clearly marked. If outlined in this RFP, the utilization of recycled paper for proposal submission is strongly encouraged.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Vendor to include all listed items may result in the rejection of its proposal.

1. Tab I, Cover Letter / Management Summary

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP. List all proposed subcontractors who will participate on the team.

2. Tab II, Business Plan (25 points)

In this tab, include:

- Provide a detailed explanation of how your firm will provide the required Billing Services for Emergency Medical Services Transport. Discussion should include specific abilities related to skills and technical expertise. EMS billing service procedures and policy for account management.
- Describe your proposed automated system and operational software. Proprietary software is preferred.
- Detail any training that will be provided by your firm.
- Provide samples of any reports that your firm shall provide in response to the CITY requirements.
- Detail the recovery process, finding patient demographics and insurance information, and the extent to which your firm searches for applicable information.
- Explain procedures established for patient payment arrangements
- Provide standard operating procedures to demonstrate how your firm will manage the CITY accounts. Include the following:
 - Verification and/or correction of address

- Quality assurance
- Accuracy
- Dispute resolution
- Processing and collection timelines
- Recent and Planned compliance with privacy requirements and data transmission

3. Tab III, Cost of Services to the CITY (25 points)

- Submit audited financial statements for the past three (3) years. In lieu of audited financial statements, proposers may submit other evidence, acceptable to the CITY, of financial responsibility. Such evidence may include, but is not limited to letter(s) of credit with a financial institution indicating the proposer's line of credit and the level of financing the institution will offer the proposer for capital procurement, and certified copy(ies) of federal income tax return(s) or acceptable equivalents.
- **Provide a total proposed fee as a percent of revenues collected** related to the performance of these services. Compensation to include and consider all items noted in article 2.1 of attached agreement. .
- Discuss your knowledge as it relates to regulations regarding claims, reviews, and hearings as applied in the Medicare and Medicaid programs in performing the required services.
- Submit a narrative explaining the direct economic benefit to the CITY to be realized by selecting your firm. During the term of this engagement detail the employment, subcontracting, and support services contracting as economic stimulus that your entity may generate that would directly benefit the CITY.

4. Tab IV, Experience and Capacity of Firm (25 points)

Provide information that documents your firm's and subcontractor's (if applicable) qualifications to produce the required deliverables, including abilities, capacity, skill, and financial strength, and number of years of experience in providing the required services.

Also describe experience with other clients utilizing EPCR technology.

Provide information regarding training and certification of Professional Coders.

Describe how many customer(s) of similar size and scope to the CITY that you currently provide services to. List current projects similar in scope and complexity in the format identified below:

Project Description	Start Date	# of Transports	Revenue Per Transport

5. Tab V, Specialized Expertise of Team Members (10 points)

Identify each person(s) of your firm who will be professionally associated with the CITY in the day-to-day operations and oversight of this project. Describe their respective area of expertise. Include personalized resumes which identify the qualification, training and experience of each person(s).

Describe how that individuals time will be spent to achieve the goals and billing for the CITY.

Please describe the Division of Responsibilities between the Vendor and what will be required by the CITY to carry out this project.

6. Tab VI, References (15 points)

In order for the vendor to be awarded any points for this tab, the CITY requests that the vendor submits at least five (5) references from clients whose projects are of a similar nature to this solicitation as a part of their proposal. References shall include names and contact information as well as collection rates.

References should include two (2) projects for which the proposer has implemented a full NEMSIS data extract with an ePCR vendor.

7. Tab VII, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in this RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations. Exceptions taken by a Vendor may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the CITY and Selection Committee.

8. Tab VIII, Required Form Submittals

- Permit/licensure
- Anti -Kickback Affidavit
- Domestic Partnership Benefit
- Cone of Silence Affidavit
- Local Vendor
- Entity Crimes Statement
- Insurance Certificate

1. Questions

Direct questions related to this RFP to the KWFD via email at Eperez@keywestcity.com. Deadline date & time for asking questions/clarification will be 3:00 p.m., September 21st. Vendors must clearly understand that the only official answer or position of the CITY will be the one stated in an

Addendum to this RFP.

2. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

3. Ambiguity, Conflict, or Other Errors in the RFP

It is the sole responsibility of the Vendor if the Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, to immediately notify the CITY, noted herein, of such error in writing and request modification or clarification of the document prior to submitting the proposal. The CITY will make modifications by issuing a written Addendum and will give written notice to all parties who have received this RFP from the CITY.

4. Proposal, Presentation, and Protest Costs

The CITY will not be liable in any way for any costs incurred by any Vendor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

Vendors must submit one (1) paper copy clearly labeled "Master" and two (2) flash drives in PDF format. List the Solicitation Number and Title on the outside of the box or envelope.

5. Validity of Proposals

No proposal can be withdrawn after it is filed unless the Vendor makes their request in writing to the City prior to the time set for the closing of Proposals. All proposals shall be valid for a period of ninety (90) days from the submission date to accommodate evaluation and selection process.

6. Evaluation of Proposals

The CITY procedure for selecting this RFP is as follows:

1. The CITY shall appoint a Selection Committee to review all proposals submitted.
2. Request for Proposals issued.
3. Subsequent to the closing of proposals, the CITY shall review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published RFP.
4. Meetings shall be open to the public and the City Clerk shall publicly post prior notice of such meeting in Key West at least one (1) day in advance of all such meetings.
5. The committee members shall review each Proposal individually and score each proposal based on the evaluation criteria stated herein.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or demonstrations from the top-ranked firm(s), make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

The CITY reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the CITY or a submission of a proposal to the CITY offers no rights upon the Vendor nor obligates the CITY in any manner.

7. References

The CITY reserves the right to contact any and all references pertaining to this solicitation and related proposal.

8. Proposal Selection Committee and Evaluation Factors

The CITY shall appoint a Selection Committee to review all proposals submitted. The factors to be considered in the evaluation of proposal responses are listed below.

Business Plan	25 Points
Cost of Services to the CITY	25 Points
Experience and Capacity of the Firm	25 Points
Specialized Expertise of Team Members	10 Points
References	15 Points

Draft Consulting Agreement

This AGREEMENT is made and entered into this ____ day of _____ 2014, by and between the City of Key West, a municipal corporation of the State of Florida, whose address is P.O Box 1409, Key West, Florida 33041, hereafter referred to as the "CITY" and _____, whose address is _____, hereafter referred to as the "CONSULTANT". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

Article 1. Scope of Services

The CONSULTANT'S primary responsibilities include, but are not limited to, emergency medical services (EMS) billing services for the City of Key West ("Project"). Additional work may include other consulting services which the CONSULTANT is qualified to provide and which the CITY authorizes the CONSULTANT to undertake in connection with the CITY's present and planned activities in the areas identified below. The CITY engages CONSULTANT to perform those Services described in the Consultant's Proposal dated _____, 2014, a copy of which is attached hereto, incorporated for reference, and more particularly described as Exhibit A. The specific task goals, task activities and key project milestones, which the CONSULTANT agrees to undertake, accomplish and furnish are set forth as follows:

Article 2. Compensation

As consideration for providing the services enumerated in Article 1, the CITY shall pay the CONSULTANT as follows:

- 2.1 Lump sum payment in the total, not-to-exceed, fixed amount of \$_____, which includes compensation for all tasks identified in the consultant's proposal, including, but not limited to, CONSULTANT'S travel costs (meals and lodging), transportation, fringe benefits, clerical support, salaries, general overhead costs, direct expenses, profit and all other out-of-pocket expenses.
 - A. The lump sum is based on immediate authorization to proceed and timely completion of the PROJECT. If the PROJECT timing deviates from the assumed schedule for causes beyond CONSULTANT'S control, CONSULTANT and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change.
 - B. In the event of a change of scope, an appropriate decrease or increase in compensation will be authorized in writing.
 - C. Invoicing will occur upon completion of Tasks as described in scope of work.

- D. The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

Article 3. Invoicing and Payment

Invoices will be issued by CONSULTANT for all work performed under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

Article 4. Obligations of the Consultant

4.1. General

The CONSULTANT will serve as CITY'S professional representative under this AGREEMENT, performing EMS billing services for the City of Key West.

4.2. Standard of Care

The standard of care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by professionals and other related consultants performing the same or similar services at the time said services are performed. The CONSULTANT will perform any services not meeting this standard without additional compensation.

4.3 CONSULTANT'S Insurance

CONSULTANT must be able to comply and provide evidence of the following insurance requirements before any work can begin:

- A. Errors and Omissions Liability Insurance in an amount of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate.
- B. Employee Dishonesty Coverage in the amount of not less than \$500,000. Coverage shall include:
 - Forgery or Alteration;
 - Computer Fraud;
 - Funds Transfer Fraud;
 - Third Party Coverage in favor of the City of Key West.
- C. Worker's Compensation Insurance and Employer's Liability Insurance:
 - i. Worker's Compensation Benefits: Statutory;
 - ii. Employer's Liability Insurance:

Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Each Employee
Bodily Injury by Disease \$1,000,000 Policy Limit

4.4 Subconsultants

- A. The CONSULTANT may not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY.
- B. The CONSULTANT is as fully responsible to the owner for the acts and omissions of his Subconsultants and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any Subconsultant and the City. The Subconsultants shall have the same insurance requirements as the CONSULTANT.

4.5 Licenses

- D. The CONSULTANT will be required to obtain a local required license prior to performing any work for the CITY. This license will be a Business Tax Receipt at a cost not to exceed \$98.70.

Article 5. Obligations of the City

5.1. Authorization to Proceed

Authorization to proceed will be considered to be given upon execution of this Agreement by CITY.

5.2. City-Furnished Data

The CITY will provide to the CONSULTANT all data in the CITY'S possession relating to the CONSULTANT's services on the PROJECT including, but not limited to, information on any pre-existing reports. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

5.3. Access to Facilities and Property

The CITY will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services and will provide labor and safety equipment as required by CONSULTANT for such access. CITY will be responsible for all acts of CITY'S personnel.

5.4. Timely Review

The CITY will examine the CONSULTANT's studies, reports, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required of CITY in a timely manner.

5.5. Prompt Notice

The CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of the CONSULTANT.

5.6 Litigation Assistance

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed in a separate agreement.

Article 6. General Legal Provisions

6.1 Agreement Period

The duration of the agreement shall be one year commencing from the effective date of this Agreement, with three, one (1) year renewal options.

6.2. Reuse of Project Documents

Reports, documents and other deliverables of the CONSULTANT, whether in hard copy or in electronic form, are instruments of service for the project of the CITY. All documents shall be made available on re-writable CD and are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONSULTANT will be at the CITY's sole risk. Nothing herein shall constitute a waiver of City's sovereign immunity rights, including, but not limited to, those expressed in Section 768.28, Florida Statutes.

6.3 Ownership of Work Product and Inventions

All of the work product of CONSULTANT in executing a Project under this contract shall become the property of the CITY. The City may use the deliverables solely for the purpose for which they were intended.

6.4 Force Majeure

A. The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT.

B. In the event of a delay that results in additional costs to the CONSULTANT, an appropriate increase in compensation and schedule will be authorized in writing.

6.5 Termination

- A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work will be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the Fire Chief of the City of Key West.
- B. On termination, the CONSULTANT will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits.

6.6 Suspension, Delay, or Interruption of Work

- A. The CITY may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY will pay CONSULTANT for work performed to date. An equitable adjustment in the PROJECT'S schedule and CONSULTANT's compensation will be made as agreed to by both parties.
- B. In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.7 Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries. CONSULTANT's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the Project. All work products will be prepared for the exclusive use of CITY for specific application as described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONSULTANT. Any unauthorized assignment of related work product shall be void and unenforceable.

6.8 Indemnification

The CITY shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the CITY is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the CITY and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the CITY, for all claims described in the hold harmless clause herein. Such payment on behalf of the CITY

shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the vendor under this agreement for this hold harmless/indemnification provision.

6.9 Assignment

A. Consultant shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission.

6.10 Jurisdiction

A. The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.11 Severability and Survival

A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

B. ARTICLES 4, 5, and 6 will survive termination of this AGREEMENT for any cause.

6.12 Dispute Resolution

A. The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options.

B. Unless otherwise agreed in writing, the CONSULTANT shall continue the Work and maintain the approved schedules during any arbitration proceedings. If the CONSULTANT continues to perform, CITY shall continue to make payments in accordance with this Agreement.

6.13 Post Contractual Restriction

This Agreement is contingent upon the execution of Post Contractual Restrictions by Consultant, those subconsultants referred to in Article 4.4(B) above, and those subconsultants approved by the City pursuant to Article 4.4(A) above restricting those persons and entities, as well as the employees of those persons and entities, from representing themselves or clients before the City Commission of the City Key West, the City's agents, boards, and committees on all planning related matters during the period of performance of this Agreement and for the period of one year following final approval of the Evaluation and Appraisal Report Amendments to the Comprehensive Plan. The Post Contractual Restrictions shall be executed simultaneously with this Agreement and shall be in a form acceptable to City.

6.14 Attorney's Fees

In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights hereunder, including those pertaining to appeals.

Article 7. Schedules, and Signatures

This AGREEMENT, including its Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

THE CITY OF KEY WEST

By: _____
Jim Scholl, Interim City Manager

Attest: _____
Name Title

Dated this _____ day of _____, 2014.

Vendor

By: _____
_____, President

Dated this _____ day of _____, 2014.

PERMIT REQUIREMENT
AND COST

A Key West Business Tax Receipt is required if office is located within the City of Key West; fee not to exceed \$98.70.

A copy of the local Business Tax Receipt is required if office is located outside of the City of Key West

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS

COUNTY OF MONROE

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: _____

sworn and prescribed before me this _____ day of _____, 2014

NOTARY PUBLIC, State of Florida

My commission expires: _____

DOMESTIC PARTNER BENEFITS

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees spouses.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become due under the contract may be retained by the City

CONE OF SILENCE

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn depose and say that all owners(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of silence.

Sec. 2-773. Cone of silence.

(a)

Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

(1)

Competitive solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

(2)

Cone of silence means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.

(3)

Evaluation or selection committee means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4)

Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.

(5)

Vendor's representative means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.

(b)

Prohibited communications. A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

(1)

Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;

(2)

Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;

(3)

Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and

(4)

Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

(c)

Permitted communications. Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1)

Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;

(2)

Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.

(A)

However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.

(B)

The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

(3)

Oral communications at duly noticed pre-bid conferences;

(4)

Oral presentations before publically noticed evaluation and/or selection committees;

(5)

Contract discussions during any duly noticed public meeting;

(6)

Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;

(7)

Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or

(8)

Purchases exempt from the competitive process pursuant to [section 2-797](#) of these Code of Ordinances;

(d)

Procedure.

(1)

The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2)

The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.

(3)

Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e)

Violations/penalties and procedures.

(1)

A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in [section 1-15](#) of this Code.

(2)

In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.

(3)

Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4)

In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5)

If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code [section 2-834](#) that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

(Ord. No. 13-11, § 1, 6-18-2013)

BY: _____

Sword and prescribed before me this day of ,2014

NOTARY PUBLIC, State of Florida

My commission expires;

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. *Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.*
- b. *Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.*
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - o Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - o Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.
By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Print, Type or Stamp Name of Notary

Title or Rank

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to _____
by _____
(Print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social security Number of the individual signing
this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime;
or
 2. An entity under the control of any natural person who is active in the

management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

____ Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS

FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH
DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO
UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO
ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT
PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF
ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(SIGNATURE)

(DATE)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned
Authority _____ who, after first being sworn by me,
(Name of individual)
Affixed his/her signature in the space provided above of this
_____ Day of _____, 2014

INSURANCE REQUIREMENTS

Vendor must be able to comply and provide evidence of the following insurance requirements before any work can begin:

- (1) Errors and Omissions Liability Insurance in an amount of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate.
- (2) Employee Dishonesty Coverage in the amount of not less than \$500,000. Coverage shall include:
 - Forgery or Alteration;
 - Computer Fraud;
 - Funds Transfer Fraud;
 - Third Party Coverage in favor of the City of Key West.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance:
 - Worker's Compensation Benefits: Statutory;
 - Employer's Liability Insurance:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit

CALL FOR PROPOSALS

NOTICE is hereby given to prospective Proposers that sealed proposals will be received by the

CITY OF KEY WEST by the office of the City Clerk, 3126 Flagler Ave., Key

West, Florida 33040, until October 8th, 3:00 P.M. for RFP#02 – 015.

Proposals will be opened in the office of the City Clerk then and there. Late Proposals will not be considered. SPECIFICATIONS AND DOCUMENTS may be obtained from the City of Key West at www.keywestcity.com or DemandStar by Onvia at www.demandstar.com/supplier - or by calling 1.800.711.1712. One (1) original of the proposal and two (2) flash drives in PDF format of the Proposal are to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside: RFP #02-015 addressed and delivered to:

CITY CLERK
CITY OF KEY WEST FLORIDA
CITY HALL, 3126 FLAGLER AVE
KEY WEST, FLORIDA 33040

At the time of the award, the successful Proposer must show satisfactory documentation of such State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the proposal in question.

The City may reject bids: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its proposal, (3) if the Proposer does not strictly conform to the law or is non-responsive to proposal requirements, (4) if the Proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the Proposal unnecessary or (6) if such rejection is in the best interest of the City.

The City may also waive any minor informalities or irregularities in any bid.

SUE SNIDER, PURCHASING AGENT

Published _____