



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

May 28, 2010

**RE: City of Key West Request for Proposals (RFP) 009-10
Emergency Ambulance Service**

Dear Prospective Respondents to the Request for Proposals (RFP):

The City of Key West is soliciting proposals for the provision of Advanced Life Support (ALS)/Basic Life Support (BLS) ambulance response for 911 emergency calls. This Request for Proposals (RFP) contains the following information pertaining to the request:

1. One cover sheet which is one (1) page in length;
2. The Request for Proposals which is ten (10) pages in length and which contains important information on deadlines, a mandatory pre-proposal meeting and response contents, as well as the following forms:
 - Anti-Kickback Affidavit one (1) page in length
 - Public Entity Crimes Certification three (3) pages in length
 - Local Vendor Certification one (1) page in length
 - Consultant Ranking Form (1) page in length
3. Attachment A.
Emergency Ambulance Service Statement of Work / Specifications
41 pages (including Table of Contents) in length

Please review your response package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent, at ssnider@keywestcity.com immediately, to obtain copies of any missing document(s). At the time the proposal is submitted, the successful Responder must show satisfactory documentation of state licenses (if applicable). Please note that the winning respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

Respondents must attend a mandatory pre-proposal meeting. In addition, proposals must contain the following complete (and certified, if applicable) documents:

1. A cover letter no more than two (2) pages in length

2. A concise proposal, **no more than 125 pages in length**, clearly addressing all of the requirements outlined in the Emergency Ambulance Service Statement of Work / Specifications , VI., Submission and Review of the RFP.
3. Anti-Kickback Affidavit one (1) page in length for each firm involved in the response
4. Public Entity Crimes Certification three (3) pages in length
5. Local Vendor Certification one (1) page

Please submit any questions regarding this RFP in writing via electronic mail to Sue Snider, City of Key West Purchasing Agent, at ssnider@keywestcity.com . All answers will be prepared in writing and distributed via electronic mail to all attendees of the mandatory pre-response meeting.

Sincerely,

Sue Snider
Purchasing Agent



COVER SHEET

SUBJECT:

CITY OF KEY WEST
REQUEST FOR PROPOSALS 009-10
EMERGENCY AMBULANCE SERVICE

ISSUE DATE:

MAY 28, 2010

**RESERVATIONS FOR
MANDATORY PRE-SUBMITTAL
CONFERENCE:**

June 8, 2010 via electronic mail to
ssnider@keywestcity.com. Any person with ADA
concerns should notify the city so that accessibility
concerns can be assessed.

**MANDATORY
PRE-SUBMITTAL CONFERENCE:**

FRIDAY, JUNE 11, 2010, 9:00 AM
CITY HALL, ADA CONFERENCE ROOM
525 ANGELA STREET
KEY WEST, FLORIDA 33040

MAIL OR DELIVER PROPOSALS TO:

CITY CLERK
CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040

PROPOSALS DEADLINE DATE:

JUNE 28, 2010, NO LATER THAN 3:00 PM

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

**City of Key West Request for Proposals 009-10
EMERGENCY AMBULANCE SERVICE**

A. Introduction

The City of Key West is soliciting proposals for the provision of Advanced Life Support (ALS)/Basic Life Support (BLS) ambulance response for 911 emergency calls. The successful contractor will be the City's exclusive holder of its Emergency Certificate of Public Convenience and Need within the Key West municipal boundaries.

The purpose of this procurement process is to provide a fully integrated, high performance EMS delivery system. The system is to be built upon a "two-tiered" response that utilizes the Key West Fire Department as the primary first responder. The Key West Police Communications Center utilizing a medical priority dispatch system will provide 911 emergency dispatching services.

The proposal is to include comprehensive medical direction including both on-line and off-line medical oversight. It is the desire of the City, but not necessarily a requisite of this proposal, that the contractor utilize a medical director with direct ties in the Key West medical community, the Lower Keys Medical Center, or Lower Keys area. This medical director shall oversee the training requirements for all response personnel, oversight of emergency medical dispatching including pre-arrival medical instruction, recertification guidelines, the development of emergency medical protocols and standing orders, and a fully functional quality assurance process including quality control is a primary deliverable of this process.

The selected contractor will be required to fully integrate the City's primary medical receiving facility, Lower Keys Medical Center in the oversight, training and management of pre-hospital emergency medical care.

The City will monitor service delivery and contractual compliance through a series of independent performance measurements. The successful vendor will base its delivery model on clearly defined outcome measures and not a Level of Effort criterion.

It is the City's desire to have an EMS system that ensures high quality clinical care, provides efficient and reliable EMS services at a reasonable cost to consumers, and provides the community with an operationally and financially stable system.

B. Proposal Information

The evaluation of the RFP will be based on a respondent's aptitude, experience and approach to requirements as specifically outlined in the Emergency Ambulance Service Statement of Work / Specifications , VI., Submission and Review of the RFP.

All respondents must attend a mandatory pre-submittal conference.

Proposals should be submitted to the submittal address by the date and time listed in the submission details. The City will not be responsible for submittals that are delinquent, lost, mismarked, sent to an address other than that given above, or sent by mail or courier service. The City reserves the right, after opening the submittal, to reject any or all proposals, or to accept the response(s) that in its sole judgment is (are) in the best interest of the City. Also, the City will not be responsible for proposals submitted after the specified date and time.

Submission Details:

1. Submit to:

City Clerk
City of Key West
525 Angela Street
Key West, Fl 33040

2. Date/Time:

June 28, 2010
3:00 PM

3. Identification of Proposals:

Proposals shall be submitted in a two (2) sealed envelopes, one within the other, each clearly marked on the outside: **“Key West Emergency Medical Services Proposal”** the due date, and the respondent’s name.

Project Title: Emergency Ambulance Service

Due Date:

Company:

C. Additional Information

Number of Copies:

Applicants shall submit one response marked “Original”, 10 (ten) copies marked “Copy”, and 10 CD-ROMS, each CD-ROM shall contain one PDF file each of the full response. All contents of a Proposer’s submittal shall remain the property of the City. Proposals shall be submitted in two (2) sealed envelopes, one within the other, each clearly marked on the outside: **“Key West Emergency**

Medical Services Proposal", the due date, and the respondent's name.

Response Preparation Costs:

The cost of response preparation is not reimbursable. Response preparation costs are the applicant's total responsibility.

Authorized Signature:

The initial response must contain the signature of a duly authorized officer or agent of the proposer's company empowered with the right to bind the respondent to the RFP. The respondent must provide evidence of the authority of the officer or agent to bind the respondent.

Property of the City:

All proposals and related materials provided to the City related to this RFP will become the property of the City of Key West.

License Requirements:

At the time the proposal is submitted, the Responder must show satisfactory documentation of state licenses (if applicable). Please note that the winning respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

Insurance /Indemnification:

The Consultant shall keep in full force and effect at all times during the effective period of any resulting agreement and durations identified within, and at its own cost and expense insurance and indemnification requirements specified in the Emergency Ambulance Service Statement of Work / Specifications.

Scope of Services:

The City of Key West is seeking proposals for the provision of Advanced Life Support (ALS)/Basic Life Support (BLS) ambulance response for 911 emergency calls. Detailed scope requirements are found in the Emergency Ambulance Service Statement of Work / Specifications.

Proposal Evaluation:

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. The provider's approach to system designs, clinical and employment practices, financial capabilities/administrative and report practices and past experience of provider and key personnel,

will be the principal basis for evaluation.

Proposal Selection:

All complete and responsive proposals will be evaluated by a City Manager appointed selection team at a publicly noticed meeting held by the end of the business day on July 19, 2010. The City of Key West reserves the right to ask questions, and seek clarification of any or all Proposers as part of its evaluation. By submitting a proposal, the proposer consents to the City of Key West verifying all information contained in the proposal, checking of references, and the right to perform a due diligence investigation of the proposer. Evaluation and ranking will be accomplished using the Consultant Ranking Form. Only the three (3) highest rated Proposals as determined by the City Manager appointed selection team will go forward to the City Commission in ranked order. Each short-listed proposer may be required to make a presentation to the City Commission; the exact length of the presentation is up to the discretion of the Commission and will be determined by them in advance of the scheduled hearing. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of the City of Key West, all factors considered, irrespective of the City Manager appointed selection team ranking.

A final contract/agreement must be negotiated and then approved by the City Commission. The City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any proposals submitted, as well as to reject all proposals.

Proposal Content:

1. The City requires the Proposer to submit a concise proposal clearly addressing all of the requirements outlined in the Emergency Ambulance Service Statement of Work / Specifications , VI., Submission and Review of the RFP.
2. The Proposer must include the names, addresses, phone numbers, and email addresses of three agencies in Florida who can comment on the proposer's quality of service. References from within Florida are preferred but not required.

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 response 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 _____, 2010

NOTARY PUBLIC, State of Florida

My commission expires:

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 or 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 agent 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 Statute means any natural person or entity organized under the laws of any state or 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 on this
_____ day of _____, 2010

NOTARY PUBLIC

My commission expires:

LOCAL VENDOR CERTIFICATION
Pursuant to City of Key West Code of Ordinances 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.**

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 _____
 Current Local Address: _____
 (P.O Box numbers may not be used to establish status)

Phone: _____
 Fax: _____

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

 Print, Type or Stamp Name of Notary

 Title or Rank

CITY OF KEY WEST CONSULTANT RANKING FORM

Project Name: Emergency Ambulance Service

Project Number: RFP 009-10

Firm _____

Date _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Approach to System Designs	20	
Clinical and Employment Practices	20	
Financial Capabilities/Administrative and Report Practices	25	
Past Experience of Provider and Key Personnel	25	
Sub-Total Points	90	
References	10	
Total Points	100	

City of Key West Request for Proposals (RFP) 009-10
Emergency Ambulance Service

Attachment A.

Emergency Ambulance Service Statement of Work / Specifications

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KEY TERMS

Throughout the document, we use key terms that we will define for reader clarity.

Advanced Life Support (ALS) – Advanced services or skills that include the use of techniques including intravenous (IV) therapy, ECG monitoring, medications, advanced airway management and similar treatments.

Ambulance – A vehicle that meets State of Florida and Monroe County standards to provide medical transportation for sick and injured patients.

Ambulance Zones – A geographic area designated by the City to identify specific EMS response areas.

Basic Life Support (BLS) – Basic EMS skills that include CPR, defibrillation, bleeding control, spinal immobilization, splinting, and similar treatments.

Billing System – The system used by the contractor to collect accounts receivable from the provision of EMS by the contractor. The contractor may subcontract this to a third-party agency provided that all sections of the contract are met.

Computer Aided Dispatch (CAD) – The City EMS telecommunications system that provides voice and data communications for public safety systems within Key West.

Default – A situation (s) that occurs where the contractor can no longer meet the performance requirement set within the contract.

Electronic Patient Care Report (E-PCR) – A computer device that allows EMS and fire service providers to call and patient data into a reporting system.

EMS Contract Administrator – The city representative designated by the City Manager to oversee the ambulance service contract.

EMT-B – Any person certified by the State of Florida and credentialed by the local medical director to provide basic life support services.

Hearing Officer – The EMS contract administrator or other City official designated by the City Manager.

Medical Director – A Florida licensed physician, M.D. or D.O., who has been approved by the State of Florida, and the local EMS system to oversee and provide on-line and off-line EMS medical direction.

Medical Oversight – The process of providing on-line and off-line medical oversight of the EMS system.

Medical Priority Dispatch System (MPDS) – An advanced emergency dispatch system that provides protocols for EMS dispatch, and protocol-driven pre-arrival patient care instructions.

Paramedic – Any person licensed by the State of Florida and credentialed by the local medical director to provide advanced life support services.

Proposal – A response from vendors to wishing to bid on the exclusive contract to provide emergency ambulance service for the City of Key West.

Proposal Review Committee – A group comprised of Key West officials, and Key West citizens, appointed by the City Manager to review EMS proposals and make a recommendation to the city manager and City Commission.

Request for Proposal (RFP) – A document released by the City of Key West that requests proposals from vendors to provide emergency ambulance service to the City.

Violation Notice – A notice sent to the contractor by the appropriate agency notifying them of a violation of the EMS contract.

I. SYSTEM DESIGN SUMMARY

A. Overview

The City of Key West is soliciting proposals for the provision of Advanced Life Support (ALS)/Basic Life Support (BLS) ambulance response for 911 emergency calls. The successful contractor will be the City's exclusive holder of its Emergency Certificate of Public Convenience and Need within the Key West municipal boundaries.

The purpose of this procurement process is to provide a fully integrated, high performance EMS delivery system. The system is to be built upon a "two-tiered" response that utilizes the Key West Fire Department as the primary first responder. The Key West Police Communications Center utilizing a medical priority dispatch system will provide 911 emergency dispatching services.

The proposal is to include comprehensive medical direction including both on-line and off-line medical oversight. It is the desire of the City, but not necessarily a requisite of this proposal, that the contractor utilize a medical director with direct ties in the Key West medical community, the Lower Keys Medical Center, or Lower Keys area. This medical director shall oversee the training requirements for all response personnel, oversight of emergency medical dispatching including pre-arrival medical instruction, recertification guidelines, the development of emergency medical protocols and standing orders, and a fully functional quality assurance process including quality control is a primary deliverable of this process.

The selected contractor will be required to fully integrate the City's primary medical receiving facility, Lower Keys Medical Center in the oversight, training and management of pre-hospital emergency medical care.

The City will monitor service delivery and contractual compliance through a series of independent performance measurements. The successful vendor will base its delivery model on clearly defined outcome measures and not a Level of Effort criterion.

It is the City's desire to have an EMS system that ensures high quality clinical care, provides efficient and reliable EMS services at a reasonable cost to consumers, and provides the community with an operationally and financially stable system.

B. City's Responsibilities

The City, in procuring an ambulance contractor, represents the interests of its taxpayers and the general public as consumers of emergency services within its municipal boundaries.

In this performance-based approach it is the City's responsibility to:

- Monitor contractor compliance and enforce contractual terms;
- Provide 911 dispatching personnel and dispatching services utilizing a medical priority dispatch system;
- Provide BLS first response utilizing Key West Fire Department personnel and equipment;
- Establish and maintain a strategically located base station (s) to house response personnel, ambulances, and support vehicles.
- Provide and maintain the Computer Aided Dispatch (CAD) system which will serve as the official recording system for response times and service reporting;
- Provide the contractor with information that will allow completion of contract requirements in a timely manner;
- Provide access to City radio frequencies ; and
- Provide oversight and ambulance compliance inspections.

C. Contractor's Responsibilities

The contractor is responsible for responding to all requests for emergency ambulance service in the designated service area. The requirements for all operations are delineated throughout these specifications and will become the basis of the performance based agreement between the City and the contractor.

The contractor shall be responsible for the following:

- Furnishing and managing all personnel required in the delivery of emergency ambulance operations;
- Providing all billing and office personnel;
- Providing local office space for customer assistance, billing activities, and administrative oversight;
- Employing or contracting for medical direction based on the above requirements;
- Supplying all medical supplies, medications and disposable equipment;
- Providing all vehicles and vehicle maintenance;
- Providing in-service training, quality assurance, and improvement monitoring for EMS provider and first responder personnel;
- Developing and issuing standing orders and medical protocols;
- Providing the required insurance coverage for all employees and response personnel operating under the oversight of the medical director;
- Providing community education;
- Providing mutual aid and disaster response services; and
- Other associated support functions.

The contractor is responsible for providing all computer billing software, hardware, and other equipment and software utilized by the contractor in the provision of these services. Billing and collection services shall be conducted according to the professional guidelines outlined in the agreement. The contractor shall provide detailed and comprehensive monthly reporting on response activities, patient treatments, billing and collection reports, customer and citizen complaints, breakdowns, accidents, and equipment malfunctions.

The contractor is expected to comply with all applicable county, state, and federal guidelines in the delivery of pre-hospital medical care and to obtain the necessary State of Florida and Monroe County licensing in order to provide emergency transport services.

The contractor will apprise the City fully of any changes or modification in its deployment practices or anticipated deployment practices that could alter service delivery.

The contractor business office shall maintain reasonable business hours and be located within city limits. The contractor shall establish and maintain a published telephone number for customer contacts and an updated and interactive web-page for customer service, including the posting of up to date transport fee schedules and the disclosure of corporate contact information.

As compensation for services rendered, the contractor receives:

- Market rights as the City's exclusive emergency ambulance contractor within the City's service area (see Attachment);
- First responder support from the Key West Fire Department;
- Income from fee for service revenues.

The City does not want to pay a subsidy for contractor services; however, proposals will not be excluded from consideration if a subsidy is requested as part of the proposal. A detailed financial explanation justifying the need for such subsidy must be included within the proposal.

In awarding this Agreement, the City recognizes that an ambulance contractor may, through poor business planning, management, or general lack of performance, fail to provide for the minimum services specified in the Agreement. Such failure may constitute a Default of the Agreement. In such case, the City intends to replace the contractor in order to ensure the public health and safety. Prospective contractors should assume that the City is likely to select a replacement should the contractor fail to provide adequate EMS services.

D. Schedule of Events

Unless specifically notified by the City of Key West Purchasing Department of a schedule change, the following procurement schedule must be adhered to:

- May 28, 2010 – Public Release of RFP (This document and its attachments constitute the City's request for proposal.)
- June 21, 2010 – Deadline for proposers to submit written questions for clarification.

- June 11, 2010 – Pre-bid conference (mandatory) 9:00 AM, 525 Angela Street Key West, FL 33040 (room to be determined). Representative must attend in person.
- June 28, 2010 – The RFP's are due at the City of Key West City Clerk's Office by 3:00 PM EST. All proposals must be in writing and delivered by hand, mail, or commercial delivery service and clearly labeled "Key West Emergency Medical Services Proposal".
- July 19, 2010 – Evaluation team will recommend up to three proposals to the City Manager.
- August 3, 2010 – City Commission approval of EMS services agreement
Recommended bidders may be required to make a presentation
- September 7, 2010 - Final Contract to Commission for improvement
- December 1, 2010 – New EMS agreement takes effect.

II. BACKGROUND AND SERVICE AREA SUMMARY

The City of Key West is interested in expanding its oversight in the EMS delivery system within its jurisdictional boundaries. There is significant concern that the current contractor costs associated with the delivery of these services are excessive and there is a desire to establish greater managerial oversight in this process. The City is designing this proposal to broaden the role of the Key West Fire Department in its involvement in the delivery EMS and to create greater interaction between the fire department, the EMS contractor, and its medical director. It is also its desire to have the Lower Keys Medical Center be a more active participant in system oversight, training, and collaboration from a clinical perspective. Finally the City is seeking the development of a performance based delivery model that utilizes comprehensive reporting and monitoring techniques to insure the highest level of patient care and cost accounting.

A. Description of Service Area

The City of Key West is a densely populated urban area that is 7.4 square miles in size. The City is the county seat for Monroe County and has an estimated population of nearly 25,000 residents. Because this City is an island, completely surrounded by water, the actual land area is just 5.9 square miles with the remaining 1.5 miles made up of inland water ways, estuaries, and harbor areas. Key West is the farthestmost island in a 160 mile chain of islands known as the Florida Keys. Key West is connected to the Florida mainland by U.S. Highway 1, also called the Overseas Highway. The City and the Lower Keys are served by Key West International Airport. This medium-sized commercial and general aviation airport handles approximately 94,000 airport operations annually. Daily flights connect Key West to Miami, Fort Lauderdale, Fort Myers, Tampa, Atlanta, and Charlotte, NC. EMS first response is provided by the Key West International Airport Fire Department who contracts with a commercial carrier for EMS transportation. The airport is outside of City oversight and responsibility.

Tourism dominates the City's economic base. In 2008 an estimated 2,058,097 overnight guests visited Key West. Cruise ship travel contributes nearly 36% of these visitors. It is estimated that nearly 740,000 cruise ship embarkments occurred in Key West in 2008.

The municipal boundaries encompass a series of islands connected by roadway bridges. These include Key West proper, part of Stock Island, and Sunset Key (accessible by boat only). Fleming Key, Truman properties, Sigsbee Park, Trumbo Point, along with other U.S. Navy properties belonging to the Key West Naval Air Station, though inaccessible by the public, will receive ambulance services through this agreement.

B. Historic Service Volume

The area generated nearly 4,000 emergency incidents in 2009 that were processed through its 911 dispatch center. It is estimated that nearly 3,000 of these incidents resulted in an ambulance transport.

C. Patient Mix

Patient mix currently reported medical community sources is as follows: 20% Medicare, 14% Medicaid, 42% insurance (including TriCare), and 25% self pay/unreimbursed.

III. PROGRAM RESPONSIBILITIES

A. Scope of Services

The contractor shall furnish all personnel necessary in the delivery and oversight of emergency ambulance service for the entire population of the City of Key West and those military base installations in and adjacent to municipal boundaries as identified in Attachment – Service Area. The contractor is also responsible for providing medical direction and clinical oversight for all aspects of the EMS delivery. This is to include the Key West Fire Department response personnel and Key West Police Communications Center personnel involved in emergency medical dispatching and pre-arrival medical instructions, and any care delivered by Key West Police Department officers. It is estimated that a total of 85 Key West employees (70 fire fighters and 95 police officers) will receive oversight in the delivery of EMS services at the start of the agreement. Additionally, the contractor shall furnish stand-by special events coverage, limited long-distance emergency transfer service, EMS transportation for incidents involving transfer to and from aeromedical EMS units, reasonable mutual aid services, and comprehensive reporting, as specified in this proposal.

The contractor shall be the City's exclusive emergency ambulance contractor within the specified service area per Attachment – Service Area.

B. Response Time Performance

Response times are a combination of dispatch operations and field operations. Because this agreement is performance based, the City will not limit the contractor's flexibility in the methods of providing EMS service other than the requirements described herein. However, the City reserves the right to review and approve contractor's deployment plans and encourages a strong and on-going working relationship between the City, the Key West Fire Department, and the contractor. This agreement is based on the contractor's commitment to conform to the response time standards. Appropriate response time performance is the result of a coordinated effort of the contractor's total operation. This

system will be based on the City's processing of requests for service and then dispatching contractor resources in accordance with the contractor's deployment plan. Response time shall be measured in minutes and integer seconds, and shall be "time stamped" by the City provided CAD system.

1. **Response Time Requirements:** For each response presumptively determined to be an emergency response (as categorized by National Academies of Emergency Dispatch standards as Echo, Delta, Charlie, or Bravo level calls) the contractor shall place a transport capable ALS unit on scene within 8 minutes zero seconds for each incident, and at 90 percent reliability for all assignments in the municipal service area depicted in Attachment – Service Area.

For each response presumptively determined to be a non-life threatening emergency response (as categorized by National Academies of Emergency Dispatch standards as Alpha level calls) the contractor shall place transport capable ALS unit on scene within 15 minutes zero seconds at 90 percent reliability for all assignments in the municipal service area depicted in Attachment – Service Area. Responses to Alpha level calls are made without the use of lights or sirens as determined by MPDS.

2. **Response Time Measurement Methodology:** The response time measurement methodology employed can significantly influence operational requirements for EMS systems. The following are applicable:
 - a. **Time Intervals:** System response times are measured from the time the call is received by the contractor until the first arriving transport capable ambulance is on scene.

For the purpose of the RFP and the Agreement, the contractor's emergency response times shall be measured from the time the contractor is notified by radio, telephone, data link, or other means that its services are required at a particular location until unit arrival at the incident location by the contractor's first arriving ALS ambulance. The time stamp that will be used is the time that the vehicle is assigned by dispatch, the marker referred to as "dispatch" in the CAD system.

Arrival at the incident location means the moment an ambulance crew notifies the City's Communications Center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g., staging areas for hazardous materials, violent crimes incidents, or non-secured scenes) arrival at scene shall be the time the ambulance arrives at the designated staging location.

In instances when ambulances fail to report "at scene" the time of the next communication with the ambulance shall be used as the "at scene" time. However the contractor may appeal such instances when it can document the actual arrival time through another means (e.g., communications tapes/logs, etc.).

In order for the City to accurately assess several clinical aspects of EMS, the contractor will also report to communications the following times:

- Time “at patient” – The time when the EMS provider begins assessing the patient or for multi-casualty incidents, the initiation of patient triage.
 - Time of “first shock” – When indicated, the time between arriving “at patient” and delivery of defibrillation.
- b. Reassignments and Cancelled Calls: Only the City’s Communications Center can reassign an emergency ambulance. If an ambulance is reassigned while en route and prior to arrival on the scene, then the incident response time for the original call and purpose of determining compliance may be claimed as an exception.

The contractor can determine to cancel from a call prior to arrival only in accordance with approved medical protocols and based on information received from first response units on scene or the Communications Center. If an assignment is cancelled prior to arrival on the scene, the contractor’s compliance will be calculated based on the elapsed time from receipt of call to the time the call was cancelled.

- c. Response Times Outside Designed Service Area Excluded: The contractor shall not be held accountable for emergency response time compliance for any assignment originating outside the limits of the service area. Response to requests for service outside the service area will not be counted in the total number of calls used to determine compliance for the City response times.
- d. Each Incident a Separate Response: Each incident will be counted as a single response regardless of the number of units that are utilized. The response time of the first arriving contractor ALS transport unit will be used as appropriate to compute the response time for the incident.
- e. Response Time Exceptions and Exception Requests: The contractor shall maintain the ability for backup capacity, in order to rapidly put into service reserve ambulance units during periods of high demands or temporary system overload. However, it is understood that from time to time unusual factors beyond the contractor’s reasonable control will affect the achievement of the specified response time standards. These situations are limited to severe weather conditions, declared mass casualty incidents, disaster, or other periods of unusually high demand. Exceptions require the approval of the City. High demand is defined as those periods when four or more emergency responses are in progress simultaneously.

If the contractor feels that any response or group of responses should be excluded from the calculation of the response time standards due to “unusual factors” beyond the contractor’s control, the contractor may request an exception. Any such request must be in writing and received by the Fire Chief or his designee within five business days of the end of each month. If the contractor is in dispute with the findings of the contract administrator they may appeal this decision to the city manager. Appeals to the city manager must be filed within five business days from the date of the EMS contract administrator’s findings. The determination of the city manager shall be final and binding on both parties.

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

C. Vehicles, Vehicle Maintenance and Equipment Repairs

It is the contractor's responsibility to provide ambulances capable of transporting patients receiving ALS care, that meet the KKK-specifications, State of Florida, and Monroe County minimum standards. The contractor shall also provide all medical and technical hardware and software needed to properly equip each ambulance.

It is the contractor's responsibility to maintain and equip each ambulance in accordance with State of Florida guidelines for ALS transport vehicles. The contractor and medical director may choose to stock each vehicle with additional equipment, tools, and protective clothing beyond that which is required by state guidelines.

Vehicle maintenance shall be the responsibility of the contractor in accordance with the warranty maintenance specifications of the vehicle manufacturer. No vehicle with an odometer reading of greater than 150,000 miles will be used to respond to emergency calls. Records shall be kept for all maintenance and repair work and shall be made available to the City upon request. The City expects all ambulances and equipment used in the performance of the Agreement will be maintained in an excellent manner. Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises its function must be immediately removed from service. All maintenance costs shall be the responsibility of the contractor. Any vehicle repairs, parts replacements, or general up-keep shall be the responsibility of the contractor. Vehicles are to be kept clean and fully stocked. The contractor shall maintain, store, and dispose of all bio-medical equipment and by-products in accordance with the Joint Commission of the Accreditation of Healthcare Organization (JCAHO) standard.

1. **Equipment Requirements:** Each ambulance unit shall be equipped with the required medical supplies, medications, bandages, splints, airway and suction equipment, oxygen and other supplies and disposable goods as required by State of Florida guidelines. It is the responsibility of the contractor to maintain sufficient quantities of goods and supplies to adequately stock and re-stock vehicles without interruption of services. The contractor is expected to have additional supplies and equipment in a secure location within City limits to allow the re-stocking of first line vehicles on a 24/7 basis throughout the contract period.
2. **Replacement of Medications and Medical Supplies for the Key West Fire Department:** The contractor shall develop written guidelines for the replacement of applicable medications, medical supplies, disposable splinting materials, and other disposable supplies utilized by the Key West Fire Department in the delivery of patient care. All such supplies, equipment, and medications shall be replaced on a no cost basis to the City. Any such plan must be a community wide plan as defined by, and in compliance with, Medicare regulations. The contractor must also develop a controlled substance storage, distribution, usage, and documentation policy that satisfy any applicable laws and medical director's policies.

D. Radio Communications

The contractor is required to utilize the City of Key West Police Communications Center to process and monitor all vehicular movements. Licensed emergency radio frequencies will be made available to the contractor for use for emergency communications and official radio traffic. Dispatch services for emergency responses originating at the 911 Center and utilization of City licensed radio frequencies will be authorized at no cost to the contractor. The contractor is required to communicate all vehicle movements, emergency and non-emergency, through the City's Police Communications Center.

1. Medical Priority Dispatching System: The City will utilize the medical priority dispatch protocols and pre-arrival instructions approved by the National Academies of Emergency Dispatch. The dispatch priorities are subject to change by the medical director. Adherence to the dispatch protocol is required.
2. Computer Aided Dispatch: The City's computer aided dispatch (CAD) system will be utilized to record dispatch information for all ambulance activities. The CAD time punching system shall include the date, hour, minutes, and seconds. All radio and telephone communications including pre-arrival instructions and time track shall be recorded on tape and kept for a minimum of 180 days. The CAD system shall meet the requirements of data reporting as specified herein.

E. Data and Reporting Requirements

The ability for a community to monitor and evaluate the effectiveness of its EMS delivery system is greatly dependent upon the availability of valid data and statistical analysis that measures system performance including both clinical and financial outcomes. The City requires the contractor to provide detailed and periodic reporting as follows:

1. Operational Reporting Requirements: Contractor shall provide within 10 days after the first of each month, reports dealing with its performance during the preceding month as it relates to clinical and operational performance as specified herein. The contractor will rely on the City's CAD data in generating its response time reports. At a minimum the contractor will include the following in its operational monthly reports:
 - Total responses
 - Total emergency transports
 - Total patients transported
 - Total responses and transport activity by ambulance unit
 - Total cancelled calls (prior to arrival)
 - Total patient refusals (treatment and transport)
 - Distribution of responses by time of day and day of week
 - Distribution of incidents by location (ambulance service zones)
 - Description of incidents by severity of injury/illness
 - Summary of patient complaints (situation found)

- Response time summary for all responses
 - Response time summary by ambulance service zones
 - Response time summary by ambulance unit
 - Frequency of simultaneous calls for service (citywide)
 - Summary of mutual aid requests
 - Summary of call duration (transports and non-transports)
 - Listing of equipment or vehicle breakdown/malfunctions
 - Listing and disposition of all patient complaints
2. Financial Reports: The contractor shall organize and report its financial records in a manner to facilitate the direct comparisons between dispatch incident numbers and patient account records. The financial records should be provided to the city on a quarterly basis and organized to capture the following:
- Total expenses and revenues
 - Total average charge per patient
 - Total average patient charge for medical supplies
 - Total average patient charge for medications
 - Total average patient charge for disposable equipment
 - Total average patient charge for mileage
 - 30, 60, and 90 day Accounts Receivable
 - Distribution of payments by all payment groups (Medicare, Medicaid, private insurance, direct payment, non-collectables/bad debt)
 - Quarterly collection rate (percentage) for all ambulance billings
 - Total accounts written off as bad debt after 180 days attempted collections
3. Miscellaneous Recordkeeping: The contractor shall complete, maintain, and as requested by the City provide copies of records including:
- Deployment planning reports
 - Vehicle maintenance records
 - Continuing education and certification records documenting training compliance
4. Electronic Patient Care Reporting (E-PCR): The contractor will, within three months of beginning service, institute and maintain an electronic patient care reporting system.

The contractor will be responsible for assuring that the system is compatible with the 911 center to allow for population of EMS reports by the CAD system.

The contractor will be responsible for training all personnel in the use of the E-PCR system.

The contractor will be responsible for the purchase, care, and maintenance of the E-PCR system.

F. Coverage and Availability

These specifications are for a performance agreement. The City neither accepts nor rejects the contractor's level of effort estimates, rather the City accepts the contractor's financially guaranteed commitment to employ whatever level of effort is necessary to achieve the clinical response time and other performance results required by the terms of the agreement as outlined in these specifications.

1. **Initial Ambulance Coverage Plan:** Notwithstanding the above, the proposals must include descriptions of proposer's initial ambulance coverage plans for the Key West service area, the number of ambulance and reserve ambulance units required, supervisory units, personnel and other components that it will utilize to meet the performance standards required herein. Acceptance by the City of the proposer's offer shall not be construed as acceptance of the proposer's proposed level of effort.
2. **Ambulance Service Zones:** The contractor shall establish a series of ambulance service zones to analyze alarm activities throughout the Key West service area. Each service zone should be approximately one square mile in size and follow roadway or natural boundaries. These zones shall coincide with the fire department response areas. Numbering of the service zones shall be consistent with Key West Fire Department station response areas (e.g., Zone 1, Zone 2, Zone 3)
3. **24/7 Coverage:** It is the intent of this proposal to ultimately enter into an agreement with the contractor that ensures the prescribed services will be available on a 24-hour a day basis, seven days a week, and 365 days per year. It is further understood by the contractor that there will be certain periods of time during the year that service demand will exceed the normal daily call volume. During these heightened periods of demand (City cultural and celebration events, man-made or natural disasters, hurricanes, mass casualty incidents, and transportation accidents) the contractor will rapidly increase its staffing and available ambulances in response to these peak demand periods. The contractor is required to provide emergency contact information and maintain the accuracy of this information, in order to contact key personnel during a critical emergency or during disaster situations.

G. Integration of the Key West Fire Department as a First Responder

Currently the Key West Fire Department provides BLS service from its responding units. There are several licensed paramedics who are provided medical direction by the current contractor. The City may consider building the capacity and capability of its fire response network to operate 24/7 with a minimum of one ALS first response fire unit from each of its three fire stations. Working under the guidance of the medical director, and in cooperation with the contractor, the City may expand its deployment of paramedics and will equip all responding fire apparatus in accordance with State of Florida licensing guidelines for ALS first response units.

On all incidents, the senior Key West Fire Department fire department officer will be responsible for incident command as espoused by the National Incident Management System (NIMS). The incident commander shall when appropriate designate the contractor's EMS supervisor or lead paramedic as the *medical group supervisor* based on NIMS procedures. The contractor's senior EMS provider will be in medical control of all patient care in accordance with EMS protocols. Fire personnel will support the care provided by the contractor on-scene, and when the situation warrants, will accompany ambulance personnel in the ambulance by providing care en route or driving the ambulance to the hospital.

H. Risk Management and Loss Control Provisions

The City believes that education and aggressive prevention of conditions in which losses occur, is the best mechanism to avoid injuries to the contractor staff, city personnel and patients. Therefore, the City requires the contractor to describe in its proposal its current risk management program. If a program does not exist, they must develop and implement, within the first 12 months of the agreement, an aggressive loss control program including, pre-screening of potential employees (including drug testing), initial and on-going driver training using a curriculum equivalent to EVOC, randomized and significant event investigations (e.g., motor vehicle accident with injuries or any vehicle accident which requires the towing of the ambulance from the scene of the accident), lifting technique training, hazard reduction training and other training or policy guidelines that are directed towards injury prevention and accident avoidance.

Note: The pre-screening of employees must begin at the initiation of the contract.

The contractor will provide the City an annual report of their risk management activities and adverse events.

I. Deployment Planning and Disaster Response

The contractor shall be actively involved in planning for and responding to any declared or undeclared disaster in the City. Disaster coordination is to be facilitated through the City's Office of Emergency Management, Key West Fire Department, and the Monroe County Office of Emergency Management.

1. **Planning Documents:** The contractor is expected to develop, within 90 days of the start of this service contract, a mass casualty incident plan and an emergency disaster plan following the NIMS incident command system guidelines. This plan will be submitted to the City's emergency manager and the fire chief for review and incorporation into the City's Emergency Management Plan.
2. **Supervisory Training and Participation in Drills and Exercises:** The contractor's supervisory personnel will be required to complete incident command training and hazardous material training as required by the City's emergency management staff. Contractor involvement shall include participation in training, drills and exercise without additional charge to the City. The contractor may be considered for eligible grant funding when applicable, for the above described drills and exercises.