

Within 30 days of agreement implementation, all EMS providers will be certified in IS-700 and ICS-100. In addition, all supervisory personnel or those designated to act as supervisors will also be certified in IS-800 and ICS – 200.

3. **Evacuation Planning:** The contractor is expected to work directly with the Lower Keys Medical Center, any other medical facility, and the Monroe County Office of Emergency Management in developing a medical evacuation plan for the City of Key West. This plan is to be developed within 180 days from the start of the service agreement and presented to the City's emergency manager for review and inclusion into the City's Emergency Management Plan.
4. **Performance Criteria During Disaster Situations:** In the event of a disaster within Key West or in the event the Monroe County Office of Emergency Management directs the contractor to respond to a disaster in a neighboring jurisdiction, normal operations shall be suspended and the contractor shall respond in accordance with the respective disaster planning document. The contractor shall use the best efforts to maintain primary emergency services in the City. During the period of a declared disaster, the City will not impose performance requirements for response times and other performance criteria.
5. **Reimbursements for Disaster Related Costs:** Any additional direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties may be invoiced for payment by the City and County consistent with the then applicable Federal guidelines. This shall not include any cost for maintaining the normal level of service during the disaster, but shall be limited to the reasonable and verifiable direct marginal costs for these non-reimbursed additional disaster services.

J. Mutual Aid

The contractor, at its option, may enter into mutual aid agreements with other emergency ambulance agencies, provided however that:

1. Any mutual aid provided within Monroe County must be substantially medically equivalent services;
2. The responding entity agrees to the City's EMS system standards including clinical, insurance and other requirements for clinical review; and
3. Written agreements between the contractor and other agencies are to be approved by the City EMS contract administrator. The City shall unreasonably withhold its approval of such agreements.

K. Service Inquiries and Managing Complaints

The contractor shall log all inquiries and service complaints, including complaints involving billing and collection issues. The contractor shall provide prompt response and follow-up to such inquiries and complaints. Such responses shall be subject to the limitation imposed by patient confidentiality restrictions and HIPAA privacy rules.

The contractor shall on a monthly basis submit to the City a list of all complaints received and their appropriate disposition/resolution. Copies of any inquiries and

resolutions of a clinical nature shall also be referred to the Medical Director within (24) hours.

It is the desire of the City that the contractor notify the EMS Contract Administrator regarding the most egregious or criminal actions that could reflect negatively on the City or its employees. In these situations it is essential that this notification be made as soon as possible and apart from the monthly reporting process.

L. Prohibition of Contract Transfer without Prior Approval

The contractor agrees that they will not transfer or assign any provisions of this agreement to another entity or service provider without prior written approval of the City.

IV. CLINICAL AND EMPLOYMENT PRACTICES

A. Medical Oversight

The contractor shall furnish and fund all medical oversight services including the services of a Medical Director for all system participants (e.g. First Responders, Ambulance Personnel, Emergency Medical Dispatchers, and police responders) through an independent contract, with a Florida licensed physician, Board-certified by the American Board of Emergency Medicine, or the American Board of Osteopathic Emergency Medicine, and affiliated with the Lower Keys Medical Center. The City Manager may grant exceptions to specific board certifications or hospital affiliations.

1. Duties of the Medical Director:
 - a. Establish a uniform and appropriate system standard of care.
 - b. Review and approve local medical oversight standards and training requirements (including if necessary written and practical test) for EMS personnel providing care under the Medical Director's authority.
 - c. Develop guidelines for on-line medical direction, transport destination policies and use of air medical services in support of the EMS systems mission.
 - d. Establish written and on-line (electronic) medical protocols and standing orders necessary in providing oversight for all First Responders, Ambulance Personnel and Emergency Medical Dispatchers in the delivery of per-hospital emergency medical care.
 - e. In consultation with the City and the contractor, develop standards applicable to on-board equipment used in the delivery of First Responder services and Emergency Ambulance services within the service area.
 - f. No less frequently than one time every three months, report on the clinical aspects of the quality of care and on the response time performance being provided by the contractor, first responder and priority medical dispatching services.

- g. On an annual basis provide a written annual report to the City on the quality of care and an evaluation of those critical performance measurements of the EMS system.
- h. Monitor all aspects of system performance including clinical quality of care and verification of response time performance reported by First Responders and the contractor.
- i. Attend meetings with the administrators of the Emergency Department of the Lower Keys Medical Center in order to obtain insight and direct feedback from the primary medical receiving unit regarding the medical care that is being delivered by the system providers.
- j. Provide consultation to the City's EMS Contract Administrator regarding requests by the contractor for relief from response time compliance in accordance with applicable provisions for relief in the agreement.

B. Personnel Qualifications and Staffing

All Ambulances rendering services under this Agreement shall be staffed and equipped to render ALS level care. The paramedic shall be the primary caregiver for all emergency patients and shall accompany all patients in the back of the ambulance during any patient transportation except as otherwise permitted under medical control protocols.

1. **Minimum Staffing:** The contractor is required to staff a minimum of one (1) EMT-P and one (1) EMT-B. At the contractor's option the requirement for EMT staffing levels on any units may be enhanced to higher levels of training without obligation to the City.

During City declared emergency situations, the contractor may be permitted to staff extra BLS ambulances that are staffed with at least two (2) EMT-Bs

2. **Qualifications:** Personnel will be appropriately certified or licensed by the State of Florida and their functional privileges will be specifically authorized by the Medical Director in accordance with medical oversight policies.
3. **Professionalism:** The City expects and requires professional and courteous control and appearance at all times from the contractor's ambulance personnel, supervisors, middle managers and top executives. The contractor shall address and correct any occasional departure from this standard of conduct.
4. **Employment Practices and Background Checks:** All persons employed by the contractor shall undergo a criminal record check conducted by the contractor. It is the City's intent in requiring a criminal record check that the contractor is aware of any felony or misdemeanor convictions that could be a factor related to an individual's performance in an EMS system. This should included, at a minimum convictions related to driving under the influence, drug related offenses, and sexual offenses including rape, child abuse, and spousal abuse. The contractor must independently judge the employability and potential liability associated with employing any individual with a past history of such offenses. The contractor shall provide the City with its specific policies concerning drug and alcohol use and sexual harassment. In addition, the contractor shall provide as part of this proposal its employment polices relating to the hiring of employees

with felony and misdemeanor convictions. The contractor shall not employ or retain any employee whose Florida drivers' license is revoked or currently suspended.

5. **Key Personnel:** The City will, in part, base the award of the agreement upon the qualifications of the organization and upon the qualifications of its key personnel. The contractor will be expected to furnish the personnel identified in the proposal submitted and throughout the term of the agreement. The contractor is expected to furnish the same personnel or replacement personnel with equal or superior qualifications. It is the specific intent of this provision to prevent "bait and switch" bidding practice whether intended or not.
6. **Experience:** The City will, in part, base its award on the experience of the provider and key staff personnel in administering, managing, and operating a 911 emergency ambulance provider program.

C. OSHA and Other Regulatory Compliance

It is the City's expectation that the contractor will adopt procedures specifically for the Key West contract that will meet or exceed the regulatory requirements for occupational safety and health including but not limited to infection control, blood borne pathogens and TB. These precautions shall be designed for both the safety of ambulance personnel and Key West Fire Department first responders. Additionally, such measures would include, but not be limited to written procedures and directives, universal precautions, periodic training and safety alerts, annual medical screenings and the wearing of personal protection equipment. The Contractor shall insure adherence to all HIPAA guidelines.

D. Discrimination Prohibited

Throughout the performance of this agreement, the contractor agrees that it will comply with all applicable provisions of federal, state and local laws and regulations prohibiting discrimination. Specifically, the contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), and all other regulations promulgated hereunder. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation or age.

E. Establish a Drug-Free Workplace

The contractor agrees, in accordance with Florida laws, to establish a Drug-Free workplace within its Key West operations. These guidelines will include, but not be limited to;

1. A published statement notifying employee that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform the employee about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon the employees for drug abuse violations.
3. Give each employee a copy of the statement specified in Paragraph 1.
4. Impose a sanction on, or require satisfactory participation in a drug assistance or rehabilitation program, by any employee convicted of a drug related crime or determined to be in violation of the contractor's drug and alcohol control policy
5. At the beginning of the contract period have a drug-testing program in effect that addresses both pre-employment drug screening and the periodic testing of employees.

V. FINANCIAL AND ADMINISTRATIVE PROVISIONS

A. Term of Contract and Renewal Provisions

The initial term of the Agreement ultimately executed by the contractor shall be for a period of 3 years beginning December 1, 2010. The City may offer, at its sole option, and based in part upon the contractor's superior performance two (2) twenty-four (24) month renewals. The offer of extension shall be for one 24-month extension after the completion of the initial 3-year contract period and then a second 24-month extension at the completion of the first 24-month extension period. Each extension will be considered independent of the other and will be offered at the sole option of the City. If the City determines that an extension of the contract is warranted, such offer shall be made at least nine months prior to the scheduled end of the term of the Agreement or previously granted extension. After the City's notification to the contractor of its intent to extend, the contractor shall decide within 60 days if it intends to accept the invitation to extend the agreement.

B. Methods and Form of Compensation

The contractor receives a variety of compensation for providing services. The following are the specific types of compensation available to the contractor in this procurement:

1. **Market Rights:** The City, except as otherwise outlined in these specifications, shall utilize the contractor exclusively for the performance of emergency ambulance services within the defined service area boundaries.
2. **User Fees:** The primary financial compensation for the contractor for the services rendered under this RFP will be from funds received for fee-for-service billings and collections and contractual arrangements with insurance organizations and other payers.
3. **Local Tax Subsidy:** The City desires a no subsidy agreement; however, the City Commission may include into this agreement a final subsidy/user fee mix if deemed appropriate.
4. **First Responder Assistance:** The contractor shall have the benefit of BLS level first responder services throughout the entire service area. If the City agrees to

- provide the contractor a tax or other monetary subsidy, the City may negotiate a fee for fire department first response, on-scene assistance, and transportation assistance.
5. **Communications Infrastructure:** The use of the City's Emergency Communications/EMS Dispatch Center infrastructure is provided at no cost to the contractor for emergency transport activities. If the City agrees to provide the contractor a tax or other monetary subsidy, the City may negotiate a fee for use of the emergency communications center facilities and personnel.
 6. **Extensions:** By furnishing services that are determined by the City to be clinically superior to the requirements of this specification, the City may grant certain rights to extensions.
 7. **Return of Equipment:** The contractor agrees to return any City issued equipment, vehicles, and radios in good working order at the termination of the agreement. For any equipment not returned at the conclusion of the term or for any equipment returned damaged or otherwise unusable, except for normal wear and tear, the City shall repair or replace the said equipment at the contractor's expense.
 8. **Term of Offer:** The term of the proposers offer shall be in effect for at least 180 days from the closing date of this request for proposals.

C. Ambulance Fees and Guidelines for Rate Increases

The contractor shall be entitled to charge patients for the services rendered according to the patient fee schedules included and proposed by the contractor as part of this procurement process. The proposed rate schedule shall be in effect for the initial 12 months of operations and shall not be increased during this timeframe. All emergency transport rates shall be based on the patient condition or the services rendered. There is no intent on the City's part to require ALS care on every situation found.

The contractor shall provide as part of their proposal a comprehensive rate schedule for all services, materials, medications, and other actions or items that may be billed to a patient in the course of their treatment and transport. The contents and description of the "Proposed Rate Schedule" shall include, but not be limited to the following:

- Whether a "bundled or unbundled" rate structure is being proposed.
- Single Base Rate Charge and what items are included and excluded from the base charge.
- If "unbundled", a complete schedule of charges for medical supplies, equipment, procedures or other services that may be charged to the patient.
- Oxygen charge
- Mileage charge
- Emergency stand-by charge at special events

- Disclosure of Fee Schedule: It is the City's desire to provide complete disclosure of all charges and fees associated with the delivery of ambulance services. As such the contractor shall establish as part of this proposal its full and complete rate schedule for all services and charges. These charges shall be posted at the contractor's business office, be made available as a handout to all patients and/or family members, and be posted on the contractor's web page. The contractor may not deviate or alter the established fee schedule with prior written authorization by the EMS contract administrator.
- Rate Increases: The contractor may request a rate increase after the initial 12 months of operations and base this requests on market factors, collection rates, and inflationary impacts in the Key West area. Request for rate increases are to be made in writing to City's EMS contract administrator. The contract administrator shall investigate the situation and make a recommendation to the City Commission. All changes to ambulance rates are made by the City Commission. Any contract rate structure increase shall be in effect for a minimum of 12 months. In no instance may the contractor request more than one rate increase within any consecutive 12 month period.

D. Billing System and Access to Information

The contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner. The City's goal is for the contractor to collect the maximum amount available from patients and third party payers, without unduly pressuring those who legitimately cannot pay.

The proposer must fully outline its billing and collection policies and procedures in its proposal. This should include samples of invoices, reminders, telephone collection methods, and handling accounts turned over to collection. Policies about acceptance of assignment and write-off should be specifically addressed.

1. Local Access: A specified local phone number for inquiries from patients and third party payers will be provided by the contractor for patient's use. Should the contractor elect to manage its account receivables from a location other than the Key West area, a local access phone number still must be provided.
2. Web Page Access: The contractor shall provide billing and payment information that is account specific in a web based format. Patients shall have the opportunity to make inquiries, obtain account information, locate company contact information, and make payments on a secure on-line web page.
3. On-scene Collection Prohibited: For services provided within the Key West service area, the contractor shall not engage in on-scene collection for local services at scene, en route, or upon delivery of the patient at the receiving medical facility.
4. Third-Party Billing and Collection: The contractor may engage, at its sole expense, a third-party agent to provide EMS billing and collection services. The third-party service is required to comply with all rules imposed by the City on the contractor.

5. Audits and Inspections: The contractor shall provide the City with an annual audited financial statement prepared by an independent public accounting firm in accordance with generally accepted accounting principles consistently applied. Statements shall be available within 150 days of the close of each fiscal year. If the contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income shall be subject to the independent auditor's opinion.

At any time during normal business hours and as often as may be reasonably deemed necessary, City representatives may observe the contractor's office operations, and the contractor shall make available to the City for its examination any and all business records, including incident reports, patient records, and financial records of the contractor pertaining to the agreement. The City may audit, request a subsequent audit or a special audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, accounts receivable, inventory, personnel, and other records, daily logs, employment agreements, and other documentation for the City to fulfill its oversight role.

A City representative may ride as a "third-person" on any of the contractor's ambulance units at any time, provided, that in exercising this right to inspection and observation, City representatives shall conduct themselves in a professional and courteous manner, shall not interfere with the contractor's employees' duties, and shall at all times be respectful of the contractor's employer/employee relationship.

E. Insurance Requirements

At the time that this contract is awarded and throughout the term of the Agreement, the contractor shall meet or exceed the following requirements.

1. Prior to the time the contractor is entitled to commence any part of the project, work or services under the Agreement, contractor shall procure and maintain the minimum insurance coverages and limits as provided herein. Said insurance shall evidenced by delivery to the City of (a) certificates of insurance executed by financially stable insurance carrier(s) acceptable to the City and licensed or permitted to write insurance by the Florida Department of Insurance, listing coverage and limits, expiration dates and terms of policies, and listing all carriers issuing or reinsuring said policies; and (b) a copy of each policy, including all endorsements. Insurance requirements shall remain in effect throughout the term covered in the Agreement and any extensions.
 - a. Commercial general liability insurance, including but not limited to, contractual, liability assumed under the Indemnity provisions of this Agreement, premises, operations, products, completed operations, personal injury, and advertising injury. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage combined single limits; and \$2,000,000 aggregate. The insurance shall include fire legal liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - b. Professional medical malpractice insurance (ambulance attendants malpractice, including Key West Fire Department and Key West Police

- Department first responders) including errors and omission with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, on a claims made basis.
- c. Workers compensation coverage to statutory limits as required by law; employer's liability insurance of not less than \$1,000,000 bodily injury by incident; \$1,000,000 bodily injury by disease for each employee; and \$1,000,000 bodily injury by disease.
 - d. Commercial automobile liability-bodily injury, property damage and collision covering all vehicles used under the Agreement for owned, hired and non-owned vehicles provided by the City or others, with limits of not less than \$1,000,000 combined single limits bodily injury and property damage. Policy shall include coverage for loading and unloading hazards unless covered under the general liability or professional liability above. Contractor shall provide coverage regardless of actual vehicle ownership
 - e. Uninsured and underinsured motorist coverage of at least \$300,000 shall be provided.
 - f. "Umbrella" coverage in the amount of at least \$5,000,000 shall be provided as additional coverage to all underlying liability policies. This policy may be written as a form following basis.
2. Endorsements Required: Each insurance policy shall include the following conditions by endorsement to the policy:
- a. Each policy shall require that 30 days prior to its expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be sent to the City at its address of record by the insurer. Contractor shall notify the City in a like manner within 24 hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by the contractor from its insurer; and nothing shall absolve the contractor of this requirement to provide notice.
 - b. Companies issuing the insurance shall have no claims against the City for payment of premiums, assessments or deductibles, which are the sole responsibility and risk of the contractor.
 - c. Except for worker's compensations coverage all such policies shall name the City, its officers, employees, and the medical director, as additional insureds.
3. All insurance shall be maintained with companies:
- a. Holding a "general policy holders rating" of "B+" or better, as set forth in the most current issue of "Best Insurance Guide," the successful rating to "B+" or comparable rating from reputable rating organizations;
 - b. Licensed or permitted to operate in the State of Florida; and
 - c. In good standing with the Florida Department of Insurance or similar agency.
4. Self-insured Risk: Any program of self-insurance risk employed by the contractor shall be subject to prior approval and ongoing monitoring by the City and their

legal counsel. In addition to any assurances required by the City under this provision, as initially agreed prior to final award of the Agreement, the following items shall at a minimum be met by the City's satisfaction:

- a. Potential fiscal liability associated with the risk to be assumed by the contractor must be reasonable and limited to an amount which would, if realized, not impair contractor's ability to performance obligations under the Agreement:
 - b. The coverage contemplated shall at a minimum be equivalent to the coverage required under paragraph 1 above.
 - c. Throughout the term the City shall be immediately notified of any major claims, the amount reserved against potential claims, or other program changes, which may adversely affect the contractor's ability to provide insurance against the risk as required in the Agreement.
 - d. The self-insured program meets and complies with all applicable laws and regulations.
5. Indemnification: The contractor (as indemnitor) will be required to indemnify, save, and hold the City, its officers, and employees, agents, successors and assigns (as indemnitee) harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising from or related to acts and omissions of the contractor in its performance under the Agreement, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damage to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interests levied, and other charges levied by other federal, state and local government agencies on the City by reasons on the contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is limited; provided, however that the indemnity is not intended to cover claims against City arising solely of City's own negligence or intentional misconduct. For purposes of this section, the term the City shall include City officers and its employees and the medical director.

The following provisions shall control the indemnity provided hereunder:

- a. Indemnity Defense: The contractor, at its cost and expense, shall fully and diligently defend the City against any claims brought, investigations undertaken, or actions filed which concern claims for which the City is indemnified. The contractor may employ qualified attorneys of its own selection to appear and defend the claim or action on behalf of the City upon City approval. The contractor acting in good faith and in the best interest of the City, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City so long as such compromise or settlement does not impose a liability on the City not fully covered and satisfied by the indemnity provided by this section or, in the City's judgment,

subject to any material adverse order, judgment, decree which impairs its image or ability to operate its business as previously conducted. Otherwise, the City reserves the exclusive right to reject any such compromise or settlement and prosecute the claim, compromise or settlement. The contractor shall inform the City, on a quarterly or more frequent basis, on the progress and proposed resolution of any claim and shall cooperate in responding to inquiries of the City and its legal counsel.

- b. Reimbursement for Expenses: The contractor shall reimburse the City for any and all necessary expenses, attorney's fees, interest, penalties, expert fees, or costs incurred in the enforcement of any part of the Agreement 30 days after receiving notice that the City has incurred the said costs.
- c. Cooperation of the Parties and Notice of Claim: The contractor and the City shall provide the other prompt written notice of any such audit or review of any actual or threatened claim, or any statement of the fact coming to the party's attention which is likely to lead to claim covered by the indemnity. Each party agrees to cooperate in good faith with the other and respond to any such audit or review and defending any such claim.

F. Federal Employer Identification Number and Corporate Identification

The contractor shall provide all vital and accurate information relating corporate information as registered with State of Florida, the Florida Department of Business and Professional Regulations, and the federal government. Such information shall include at a minimum but not limited to the following:

- Name of corporation
- Type of corporation
- Authorization to transact business in Florida
- Registration of any fictitious names
- Names of officers
- Corporate address
- Federal identification number
- Contact person for company
- Name and title of person authorized to sign legal documents on behalf of the company

G. Sworn Statement Regarding Public Entity Crime

The contractor shall provide as part of its proposal a sworn statement in accordance with Paragraph 287.133(1)(g), Florida Statutes, indicating any violation of state or federal law by a person affiliated with the contractor's company or corporation, with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any state 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 or any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

H. Demonstration of Financial Depth and Stability

Proposers shall provide documentary evidence, which clearly documents the financial history of the organizations and demonstrates that the proposer has:

- The financial capacity to handle the expansion (including implementation and start-up costs) necessitated by the award of the Agreement.
- Proposers shall include copies of its financial statements for the most recent two-year period. Audited financial records are preferable. If audited financial records are unavailable, proposer must provide un-audited financial statements supported by federal tax returns. In cases where the proposer is forming a new entity, the financial records of the parent company shall be available for review.
- Has expertise in billing Medicare-Part B and other 3rd party payers of ambulance services (or contracts with a third-party agency with necessary expertise).
- Proposer shall provide information, which demonstrates a clear and convincing capability to implement and manage a billing and collection system. The proposer should include information about what steps, policies, procedures, training, equipment and management techniques would be utilized on award of the Agreement.
- Has the ability to secure insurance coverage's required under this procurement. Any existing self-insurance plan used for the purpose of qualification must substantially meet the requirements set forth in the RFP.
- Proposer shall detail any and all notifications of pending insurance (separate listing for auto and professional liability) claims, investigations, and settlements including both status and resolution.

I. Default and Termination of Agreement

If conditions or circumstances, constituting a default as set forth in this section exist, the City shall have all rights and remedies available at law in equity under the Agreement, specifically including the right to terminate the Agreement, the right to pursue the contractor for damages and the right of emergency takeover as set forth in Section J. All the City's remedies shall be non-cumulative and shall be in addition to any other remedy available to the City. Conditions and circumstances, which constitute default of the Agreement, shall include the following:

1. Failure of the contractor to operate the EMS system in a manner which enables the City and the contractor to remain in compliance with federal state or county laws, rules, or regulations, medical control policies and/or related rules and regulations adopted pursuant thereto;
2. Failure of the contractor to meet system standards of care established by the medical director;

3. Falsification of information supplied by the contractor during or subsequent to this procurement process;
4. Failure of the contractor to provide data or falsification of data supplied during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, performance measurements, financial data or falsification of any other data under the agreement;
5. Failure of the contractor to maintain equipment in accordance with the manufacturer recommended maintenance practices;
6. Failure of the contractor's employees to conduct themselves in a professional and courteous manner and to present a professional appearance;
7. Failure of the contractor to comply with the approved rate regulation, billing or collection provisions of the Agreement;
8. Contractor makes an assignment for the benefit of creditors, files a petition of bankruptcy, is adjudicated insolvent or bankrupt, petitions to apply for any custodian, receiver or trustee for a substantial part of its property, commences and proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction;
9. Failure of contractor to cooperate with and assist the City after a default has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond contractor's reasonable control;
10. Acceptance or payment by contractor or any of contractor's employees of any bribe, kick-back or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of contractor or contractor's employees could reasonably be construed as a violation of federal, state or local law;
11. Failure of contractor to maintain insurance in accordance with the Agreement;
12. Chronic failure of contractor to consistently meet response time requirements as set forth in the Agreement;
13. Failure to submit audited financial statements prepared by a certified public accountant or public accounting firm within the specified time frame under the terms and conditions outlined in the Agreement;
14. Any other failure of performance, clinical or other system standards of care as required in the Agreement and which is determined by the City Commission to constitute a default or endangerment to public health and safety.
15. Restriction, suspension, or revocation of operating licenses or certifications imposed by Monroe County or the State of Florida.
16. Contractor debarment by CMS. .

J. Provisions for Curing Default and Emergency Take Over

In the event the city manager determines that there has been a material breach by the contractor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such default shall constitute a default of the Agreement. In the event of a default, the City shall give the contractor written notice, delivered in-person to the contractor's local address, setting forth with reasonable specificity the nature of the default. Contractor shall have the right to cure such default within 5 calendar days of receipt of such notice and the reason such default endangers the public's health and safety. Within 24 hours of receipt of such notice, contractor shall deliver to City, in writing, a plan of action to cure such default. If the contractor fails to cure such default within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of City) or contractor fails to timely deliver the cure plan to the City, City may take-over contractor's operations. Contractor shall cooperate completely and immediately with City to affect a prompt and orderly transfer of all responsibilities to City.

To accomplish continuous delivery of service, the City may, in exercising an emergency take-over, take possession of all of the contractor's equipment, facilities, and records used in the performance of the Agreement. The City may retain possession of said equipment, facilities, and records until such items can be acquired by City or another contractor is engaged to perform the service. Should the City exercise this option, it shall pay the contractor the reasonable rental value of such equipment and facilities during the time they are used by the City. Liability of the City to the contractor for this period will be that of a service for hire, with ordinary wear and tear specifically exempt from such liability.

The contractor shall not be prohibited from disputing any such finding of default through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the City. Nor shall such dispute by contractor delay the City's access to the funds made available by the performance letter of credit. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a default has occurred shall be initiated and shall take place only after the emergency take-over has been completed, and shall not under any circumstances delay the process of an emergency take-over or the City's access to performance security funds as needed by the City to finance such take-over of operations.

Contractor's cooperation with and full support of such emergency take-over, as well as the contractor's immediate release of performance security funds to the City shall not be construed as acceptance by the contractor of the findings and default, and shall not in any way jeopardize contractor's right of recovery should a court later find that the declaration of default was made in error. However, failure on the part of the contractor to cooperate fully with the City to affect a smooth and safe take-over of operations, shall itself constitute a breach of the Agreement, even if it was later determined that the original declaration of default by the City was made in error.

The contractor shall post a surety bond of \$1,000,000 that may be accessed by the City to cure any default caused by the contractor. The bond will be posted with a licensed

surety bond agency as required by Florida Law. Upon declaration of default, the contractor shall not interfere or take legal action to prevent access to the bond.

K. "Lame Duck" Provisions

Should contractor fail to prevail in a future procurement cycle, contractor shall agree to continue to provide all services required in and under the Agreement until the new contractor assumes service responsibilities. Under these circumstances contractor will, for a period of several months, serve as a "lame duck" contractor. To ensure continued performance fully consistent with the requirements of the Agreement through any such period, the following provisions shall apply:

1. Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;
2. Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting contractor service and operating cost to maximum profits during the final stages of the Agreement;
3. City recognizes that if a competing organization should prevail in a future procurement cycle, contractor may reasonably begin to prepare for transition of service to the new contractor. City shall not unreasonably withhold its approval of contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair contractor's performance during this period;
4. During the process of a subsequent competition conducted by City, contractor shall permit its non-management personnel reasonable opportunities to discuss with competing organizations the issues related to employment with such organizations in the event contractor is not the successful proposer. Contractor may, however, require that its non-management personnel shall refrain from providing information to a competing organization regarding contractor's current operations, and contractor may also prohibit its management level personnel from communicating with representatives of competing organizations during the competition. However, once City has made its decision regarding award, and in the event contractor is not the winner, contractor shall permit free discussion between any City-based contractor employee and the winning proposer without restriction, and without adverse consequence to any City-based employee.
5. Institutional memory is often considered a major tool for the successful transition of contractual services. To this end, the City may take into consideration as a basis for award, a new contractor agreeing to continue the employment of non-management personnel, especially those who are bona-fide city residents. The City will make no recommendation as to salary, benefit, or other working condition requirements not contained in the current agreement.

L. Penalties for Contract Violation

In order to provide quality EMS care and maintain a successful relationship between the City and the contractor, the City must strictly enforce all parts of the agreement. The City will cite the contractor for any violation and assess a penalty, either monetary, performance, abatement or a combination thereof. During City declared emergencies, the EMS contract administrator may suspend time-based performance requirements.

Penalties for the violations will include:

1. Failure to be enroute to an emergency within three minutes: \$100
2. Failure to arrive at a level B, C, D, or E emergency within eight minutes and 0 seconds: \$150
3. Failure to arrive at a level A call dispatched as an emergency within fifteen minutes and 0 seconds: \$75
4. Failure to respond to an emergency call: \$1,000.00 plus the city's cost for Key West Fire Department first response and mutual aid ambulance service.
5. Failure to respond at the ALS level: \$500 plus the City's cost of securing ALS care.
6. No unit available: \$2,000 plus the City's cost of securing ambulance transportation.
7. Failure to meet the 90th percentile response time standards in each designated zone: first occurrence \$2,500 per zone/per month; second occurrence \$5,000 per zone/per month; third occurrence \$10,000 per zone/per month plus possible default action. Occurrences start again each calendar year.
8. Failure to have personnel trained at the appropriate ICS level: \$50 per day/per employee
9. Operating a unit with a provider who lacks the appropriate licensure, certification, or medical director granted privileges: \$5,000 for each workday the provider has worked in violation. Maximum fine \$25,000.
10. Failure to implement a comprehensive risk management plan: \$2,500 for each month in non-compliance. After three months, the City may begin the default procedure.
11. Failure to submit the required quality management reports: \$1,000 plus \$500 per day, for up to 30 days.
12. Lapse or suspension of any required insurance: \$2,500 plus \$1,000 for each day until resolved.
13. Breakdown of an ambulance en route to a call: \$250
14. Breakdown of an ambulance with a patient on board: \$500
15. Any restriction, suspension, or revocation of the contractor's license by the County or State government: \$10,000 in addition to possible default actions.
16. Failure of a unit to possess the appropriate EMS equipment: \$500

17. Malfunction of any diagnostic or therapeutic equipment: \$250
18. Violation of the "lame duck" provisions: \$2,500 per day until abated.
19. Debarment by any CMS program (Medicare or Medicaid): \$25,000 in addition to possible default actions.
20. Falsification of a patient care report or billing request: \$1,000 per event
21. Failure to notify the City of a pending insurance event: \$1,000 plus \$250 per day.
22. Failure to initiate an E-PCR system within 3 months of contract initiation: \$2,500 plus \$1,000 per month.
23. Other violations not listed above: violation notice but no monetary penalty. May be used as a basis to decide whether to approve automatic contract renewal.

M. Issuance of Violation Notice

The following agencies are responsible for issuing violation notices to the contractor:

1. Violation of sections 1–6 above: dispatch manager of the KWPD Communications Center.
2. All other violations: either the City's designated EMS contract administrator or the Office of the City Manager.

N. Actions upon Receiving a Violation Notice

1. Violation notices will be sent on a standard form by either first-class mail, or hand delivery.
2. Upon receiving the form, the contractor may take the following actions:
 - a. Pay the proposed fine and complete any abatement required. Payment must be made to the city manager and any abatement must be completed within 30 days of violation notice issuance.
 - b. Appeal the fine or abatement action.
 - c. Request to initiate the Alternative Dispute Resolution section of the contract. This must be agreed to by the City and the contractor as described below.
3. To appeal, the contractor shall note their intention on the violation notice and forward it to the City's designated EMS contract administrator within 15 days of receiving the violation.
4. The EMS contract administrator will schedule an in-person hearing for each violation. The administrator may choose to hear all cases within one day each month.
5. The contractor may attend the hearing and present evidence or witnesses to answer the violation notice.
6. Within five days of the hearing, the EMS contract administrator will issue a written decision to the contractor. The administrator may take the following actions:

- a. Dismiss the violation
 - b. Sustain the violation and order abatement but suspend any monetary penalty
 - c. Sustain the violation and impose a penalty up to the designated fine
 - d. When applicable, order the beginning of default procedures
7. Except as designated within the agreement, the EMS contract administrator's decision is final.
 8. If the designated EMS contract administrator is unavailable, or at his discretion, recuses from hearing the case, an assistant city manager will substitute as the hearing officer.
 9. Hearing timelines may be modified by agreement of the City and the contractor.

Timelines or any procedural issues listed above will not stop the City from taking any emergency action necessary to keep its EMS system performing.

O. General Provisions

1. **Assignment:** The contractor shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the City and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and, at the option of the City shall not convey any rights to the assignee. Any change in contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The City shall not unreasonably withhold its approval of a requested change in ownership, so long as the transferee is of known financial and business integrity for the undertaking.
2. **Permits and Licenses:** The contractor shall be responsible for and shall hold any and all required federal, state, or local permits or licenses required to perform its obligations under the Agreement. In addition, the contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used. It shall be entirely the responsibility of the contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that the contractor is in complete compliance with federal, state, and local requirements for permits and licenses as necessary to provide the services. The contractor shall be responsible for ensuring that its employees' state and local certifications and licenses as necessary to provide the services, if applicable, are valid at the beginning of the contract period, and are valid and current at all times throughout the contract period.
3. **Compliance with Laws and Regulations:** All services furnished by the contractor under the Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including HIPPA and the American Recovery and Reinvestment Act. It shall be the contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under the Agreement, and to maintain

- compliance with those applicable standards at all times. Furthermore, the contractor agrees to perform in accordance with the provisions of any regulations or written guidelines established by the medical director.
4. Product endorsement/advertising: The contractor shall not use the name of the City for the endorsement of any commercial products or services without the expressed written permission of the City.
 5. Omnibus Provision: Contractor understands and agrees that for four years following the conclusion of the Agreement it may be required to make available upon written request to the secretary of the U.S. Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent Agreements, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.
 6. Warranty Regarding Consideration and Procurement: Proposer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the proposer to procure or solicit a Agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the proposer, any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from this procurement. Further, proposer represents that its pricing has been independently arrived at without collusion. It has not knowingly influenced and promises that it will not knowingly influence a City employee or former City employee to breach any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks. Violation of this warranty shall constitute default of the resulting Agreement.
 7. Relationship of the Parties: Nothing in the Agreement resulting from this RFP shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement.
 8. Rights and Remedies Not Waived: Contractor will be required to covenant that the provision of services to be performed by the contractor under the Agreement shall be completed without further compensation than that provided for in the Agreement. The acceptance of work under the Agreement and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the Agreement. In no event shall payment of consideration by City constitute or be construed to be a waiver by City of any default or covenant or any default by contractor. City's payment shall in no way impair or prejudice any right or remedy available to the City with respect to such default.
 9. Consent to Jurisdiction: Contractor shall consent to the exclusive jurisdiction of the courts of the State of Florida or a federal court in Florida in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement. Venue shall lie in Monroe County, Florida.

10. End-term Provisions: The contractor shall have 90 days after termination of the Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term.
11. Notice of Litigation: Contractor shall agree to notify City within 24 hours of any litigation or significant potential for litigation of which Contractor is aware. Further, contractor will be required to warrant that it will disclose in writing to the City all litigation involving the contractor, contractor's related organizations, owners, and key personnel.

P. Alternative Dispute Resolution

In an effort to control costs, be time efficient, and most importantly preserve relationships, the City and contractor will be encouraged to use alternative dispute resolution procedures to reconcile and resolve differences secondary but not limited to the following:

1. Any part of the contract agreement between the City and the contractor, except for the provisions covered under emergency take-over by the City.
2. Any single violation fine over \$1,000 or cumulative monthly violations of over \$5,000.
3. Any sanctions that include determination of default, including remedy, except as stated above.
4. Any financial billing conflict between the contractor and a city business or resident.
5. Any dispute between the Key West Fire Department and the contractor that deals with operational procedures directly affecting the contractor.

Mediation: Mediation involves a third-party mediator assisting the parties in reaching an agreement. It is a voluntary process that allows for conflict resolution without involving litigation.

The following guidelines will be used for mediation:

1. All parties must agree to accept mediation.
2. A mediator or the mediator selection process will be approved by all parties.
3. Cost for mediation services will be split equally by all parties, except that in cases involving the public and the contractor, the contractor will be responsible for all mediation costs.
4. Mediation will be conducted under the rules of the American Health Lawyers Association.
5. If an agreement is reached, the parties involved or their representatives will prepare and execute any agreements.
6. The process is confidential and not subject to public disclosure.
7. Participation in mediation does not cause any party to waive any legal rights.

8. If after an agreement is reached, there becomes an objection, the case will be submitted to arbitration prior to either party seeking relief from the courts.
9. If agreed upon prior to the first mediation, if the parties cannot reach an agreement, they may ask the mediator to serve as an arbitrator and render a decision.

Arbitration: Arbitration involves a third-party arbitrator hearing from all parties and making a decision. The arbitrator's authority is limited to resolving the issue at hand and the arbitrator does not have the authority to look beyond the issues presented.

Arbitration can be binding or advisory upon agreement of the parties.

1. All parties must agree to arbitration.
2. An arbitrator or arbitration process will be provided.
3. Cost for arbitration will be split evenly among all parties.
4. Mediation will be conducted under the rules of the American Health Lawyers Association or American Arbitration Association.
5. The arbitrator will publish a written decision that when applicable includes an award.
6. Arbitration decisions may become a matter of public record and can be appealed thru the judicial process.
7. The arbitrator's award is restricted to compensation, and for claims judged to be frivolous, the awarding of legal costs. No punitive damages can be awarded.

Alternative dispute resolution is a process that saves money and time while often preserving relationships. Where negotiation fails, all parties are encouraged to attempt these processes prior to using litigation.

VI. SUBMISSION AND REVIEW OF THE RFP

A. General Submission Information

1. Procurement Time Frames: The schedule for the Key West EMS procurement is outlined above, Failure to comply with any time frames outlined in the procurement schedule may result in automatic disqualification of the proposer.
2. Cost of Participation: All costs of participation in this procurement process shall be borne by the proposer. The City reserves the right to reject all proposals.
3. Authority to verify credentials and proposal submissions: proposer shall submit executed notarized "investigative authorization forms" for the company(s) whose credentials are submitted for review and for owners, officers, and key personnel. If the company is a publicly held corporation, only the company release form and personal release forms of managers and key personnel who would be involved in the fulfillment of the Agreement or in the preparation of the proposal need be submitted.
4. Own Expertise and Judgment Required: Each proposer is specifically advised to use its own best expert and professional judgment in deciding upon the methods

to be employed to achieve and maintain the performance required under the Agreement. By "methods" the City means, compensation programs, shift schedules, personnel policies, supervisory structures, ambulance deployment techniques, and other internal matters which taken together, comprise each proposer's strategies and tactics for accomplishing the task. The City recognizes that different proposers may employ different production methods, perhaps with equal success. By allowing each proposer to select, employ, and change its production methods, the City hopes to promote innovation, efficiency, and superior levels of performance.

5. **Estimated Business Volumes and Payer Distributions:** The City specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, payer mixes, or frequency of special events coverage that may be associated with this procurement. Any and all historical data on past volumes of business within the City are provided mainly to illustrate the historical level of performance and not as a guarantee of future business volume.
6. **Exceptions:** Proposers taking material exception to the City's specifications shall be disqualified. The purpose of submittal of written questions is to provide clarification of the RFP and its specifications before submission of proposals. If your organization has questions regarding the RFP and its specifications, submit your request for clarification at or before the question submittal deadline to obtain a ruling on the matter before submitting the proposal.
7. **Official Contacts Only/Requirement to Disqualify:** Proposers are advised that all correspondence regarding this procurement should be made in writing to City of Key West, Ms. Sue Snider, Purchasing Agent, 525 Angela Street, Key West, FL. 33040. Answers to substantive questions raised by any proposer shall be sent in written form to every proposer. Any information obtained by proposers from any source other than written communication from the purchasing agent should be considered unofficial and quite possibly in error. All proposers hereby agree that the City shall retain one complete set of all submitted materials for its files and two sets of the winning proposal for its records. If the proposers desire other copies be returned it shall advise City in writing of such request, and all material, except as defined above, shall be returned.
8. **Proposal Deposit required:** No deposit is required.
9. **Sealed Submission:** Each proposer should submit original, so marked, 10 paper copies, and 10 electronic CD-ROM versions of its proposal signed by the proposers contractually binding authority. All proposals must be sealed and labeled on the outside of the sealed container to show the following: "Key West Emergency Medical Services Proposal"; name of proposer; address of proposer; and name of primary contact person. Submissions must be received at the Key West City Clerk Office, 525 Angela Street, Key West, FL 33040) no later than the time and date specified herein.

B. Mandatory Table of Contents

In order to ensure that the evaluation of proposals is as equitable as possible, all proposals shall be submitted in the following format: order and numbering conventions should be consistent with the required table of contents. The proposals will be reviewed in comparison with other proposer's offerings for each section identified.

- I. Introduction
 - A. Description of the Proposed Organizational Structure
 - B. Contractor Deployment Plan
 - C. Characteristics of a High Performance EMS Model
- II. Clinical Performance
 - A. Medical Director Credentials/Experience
 - B. Suggested Medical Protocol Compliance Process
 - C. Clinical Credentials of Field Personnel
 - D. Medical Equipment and Supplies
 - E. Financial Reserve for Clinical Upgrades
 - F. Quality Improvement Program Processes
 - G. In-service Training
 - H. Employee Recruitment, Screening and Orientation
 - I. Proposed Integration of Key West Fire Department as First Responder
 - J. Incorporation of Lower Keys Medical Center in Service Delivery Model
- III. Human Resources
 - A. Employee Work Schedules
 - B. Health and Safety Programs
 - C. Re-employment of Current Workforce
- IV. Customer Service Monitoring and Development
 - A. Program Development
 - B. Mechanisms, Record Keeping and Time Frames for Resolution of Customer Service Inquiries (non-billing)
- V. Fleet and Equipment Issues
 - A. Number of Vehicles Needed
 - B. Ambulance and Equipment Maintenance Practices
 - C. Equipment Replacement
- VI. Billing and Collection
 - A. Billing Processes to Maximize 3rd Party Payments

- B. Mechanisms, Record Keeping and Time Frames for Resolution of Customer Service Inquiries (billing)
- C. Examples of Transport Collection Audits
- VII. Organizational Experience and Key Personnel
 - A. Experience Providing Similar Service
 - B. On-Site and Off-Site Personnel
- VIII. Administrative/Financial
 - A. Transition Plan/Schedule
 - B. Provision of Insurance
 - C. Method of Providing Required Reporting for Performance Measurements
 - D. Delineation of Ambulance Service Zones
 - E. User Fee Information
 - F. Term of Offer
 - G. Proposed Design of Company Web Page
 - H. Justification for subsidy (if necessary)
 - I. Demonstrated financial capabilities to complete performance requirements

C. Review of Proposals

During the review phase, proposals are reviewed by selected staff to ascertain which proposals address all requirements of the RFP and to prepare technical and financial analysis to document the adequacy of proposals. Proposals determined to be technically non-responsive shall be eliminated. Once the qualified proposals have been determined, oral presentations may be required by the City staff from the selected proposers to clarify specific matters presented in the proposals.

1. Investigations of proposers' submissions and services may be conducted as deemed necessary by the City. This could include a site visit should one be required.
2. Oral presentations may be required by staff and/or the City Commission. These presentations will be conducted in the City at a time and place prescribed by the City.
3. The proposal review team may request additional information to clarify specific contractual matters.

D. Review Criteria

The City will utilize a Proposal Review Committee to evaluate each proposal. The Committee may interview bidders in the process of ranking the proposals that will ultimately provide their recommendation to the city manager. The city manager will present the recommended proposal to the City Commission who shall have the final

authority in entering into a contract agreement with the proposed vendor. The City reserves the right to accept or reject any proposal.

The City may conduct investigations of the proposers' submissions and claims as it deems necessary. Furnishing false or misleading information during the proposal process may constitute a breach of contract and/or reason for rejection.

Proposers may be requested to give presentations and answer questions on their proposals to the Proposal Review Committee. Presentations will be limited to a maximum of one hour, although the proposal itself should include all elements required. Presentations will be followed by a question and answer session.

All information requested from the proposers for inclusion in the proposal is important. In order to provide some indication of the relative importance of each section the following percentages of weighting is provided:

Approach to System Design.....	20%
Clinical and Employment Practices.....	20%
Financial Capabilities/Administrative and Report Practices.....	25%
Past Experience of Provider and Key Personnel.....	25%
References.....	10%

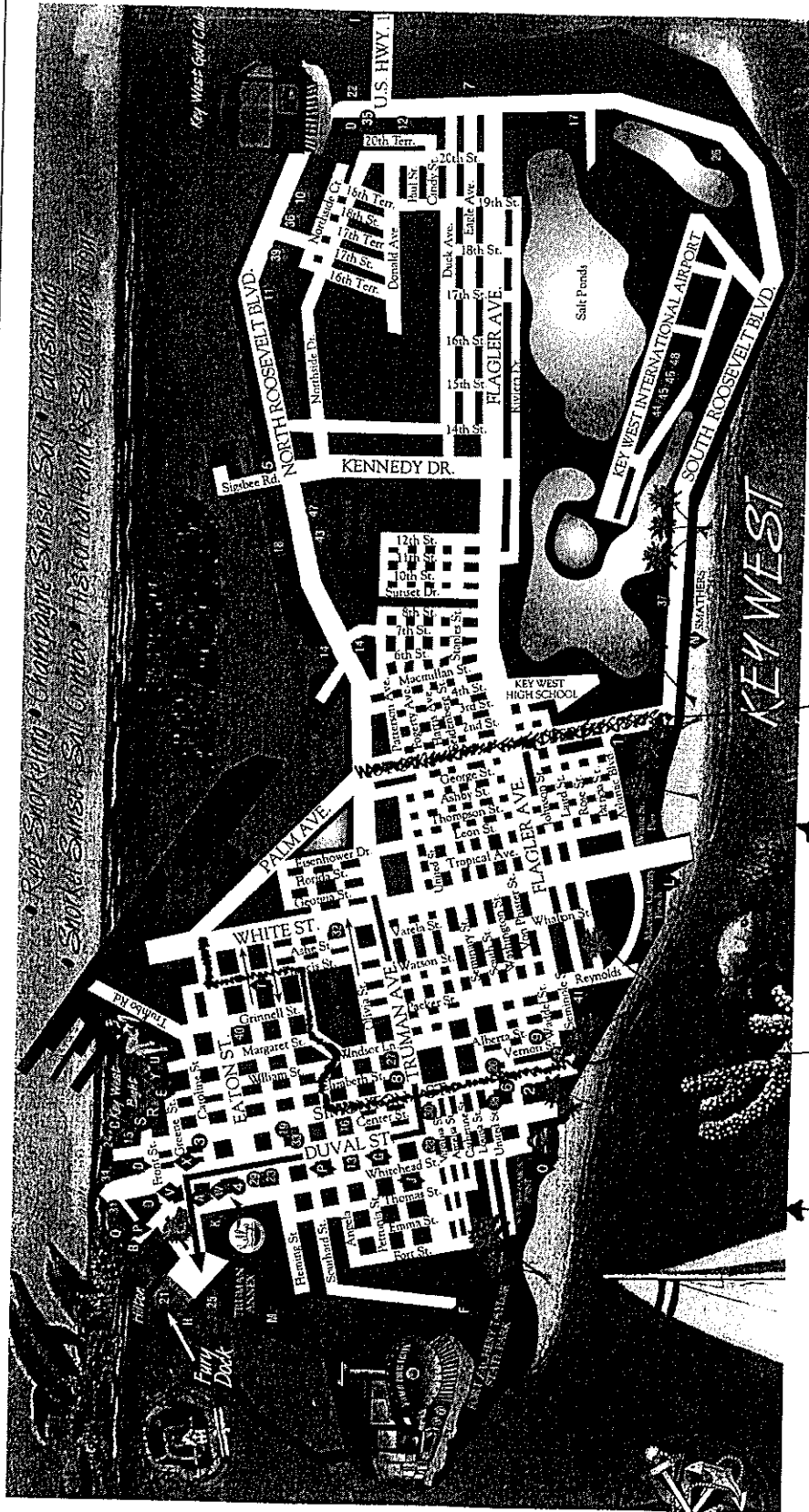
Each proposal will be reviewed to determine if the proposer can meet the City's requirements as set forth in the RFP. The proposer must demonstrate that each requirement is met. Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the proposal is deficient.

Each proposer may ask for an exception from specific requirements. The reason for each exception must be included in the proposal and the City is under no obligation to grant any exception.

The Proposal Review Committee will develop a rating system that may or may not contain a point system. Each reviewer shall rank each proposal according to the individual reviewer's judgment as to the relative merits of the competing proposals.

The Proposal Review Committee will rank those proposals that meet the minimum qualification in order by score and forward a list of up to three proposals to the City Manager. The City Manager will choose from the list of qualified proposals and may recommend a primary and back-up proposal to the City Commission. The decision of the City Commission is final. At any stage, the authorized party may reject any and all proposals, ordering the RFP process to be repeated.

ATTACHMENT - SERVICE AREA



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1
2
ZONES