
CONTRACT DOCUMENTS FOR:



RFP #002-18
EMS BILLING SERVICES
CITY OF KEY WEST
JANUARY 24, 2018

MAYOR: CRAIG CATES

COMMISSIONERS:

RICHARD PAYNE

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAMUEL KAUFMAN

MARGARET ROMERO

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PART 1
GENERAL PROPOSAL
REQUIREMENTS

REQUEST FOR PROPOSAL

Notice is hereby given to prospective proposers that sealed proposals will be received by the City of Key West until 3:00 pm on January 24, 2018 for RFP #002-18 EMS BILLING SERVICES, and then will be publicly opened and read. Any proposals received after the time and date specified will not be considered.

Please submit one (1) original and two (2) flash drives with one single PDF file of the entire proposal package. Proposal package is to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside: “RFP #002-18 – EMS BILLING SERVICES” with the due date and the respondent’s name, addressed and delivered to the City Clerk at:

**CITY CLERK
CITY OF KEY WEST, FLORIDA
1300 WHITE STREET
KEY WEST, FLORIDA 33040**

The City of Key West requires the services of a qualified individual or firm to provide EMS Billing Services, coordinate with City staff the assimilation and compilation of information and data required to put forth a concise and complete grant application, prepare the grant application, respond to questions and/or requests from the grant making organization and monitor on behalf of the City of Key West the progression of the submitted application until such time the application is awarded or denied.

The full Request for Proposal may be obtained from Demand Star by Onvia or the City of Key West. Please contact Demand Star at www.demandstar.com or call toll-free at 1-800-711-1712 or www.cityofkeywest-fl.gov.

The Proposer will be required to furnish documentation with his proposal showing that he is in compliance with any and all licensing requirements of the State.

The Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; and within 10 days following the Notice of Award, demonstrate that he holds at a minimum, the following licenses & certificates:

- A. City of Key West Business Tax License Receipt

Compliance with these provisions is required before the Firm can enter into an agreement contained in the Contract Documents.

Before a Contract will be awarded for the work contemplated herein, the City will conduct such investigation as is necessary to determine the performance record and ability of the selected

EMS BILLING SERVICES
CITY OF KEY WEST

Proposer to perform the size and type of work specified under this Contract. Upon request, the Proposer shall submit such information as deemed necessary by the City to evaluate the Proposer's qualifications.

For information concerning the proposed work please contact Division Chief of EMS, Edward Perez Jr. at eperez@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance is not allowed.

City of Key West does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

As stated above at the time of the proposal submittal the Proposer must provide satisfactory documentation of State Licenses. The Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The City may reject proposals for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its proposal, (3) if the proposal does not strictly conform to the law or is non-responsive to the proposal requirements, (4) if the proposal is conditional, (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the City, or (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any proposal.

INSTRUCTIONS TO PROPOSER

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning of intent of said Contract Documents, the Proposer should request of the Division Chief of EMS, in writing (at least 14 calendar days prior to proposal opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Proposers shall submit with their Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Services section.

3. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CITY. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein.

4. PROPOSERS UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so

will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each proposer shall inform himself of, and the Proposer awarded a Contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees, and similar subjects.

5. ATTACHMENTS

Proposer shall complete and submit the following forms with his proposal:

- Proposal Form
- Anti-Kickback Affidavit
- Sworn Statement under section 287.133(3)(a) Florida Statutes, on Public Entity Crimes
- Indemnification Form
- Local Vendor Form
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- All requirements listed in Proposal Submittal Requirements
- All required Insurance forms or indication of ability to comply with requirements upon reward of contract
- Signed addenda or confirmation of receipt of all addenda (please list)

6. STATE AND LOCAL SALES AND USE TAXES

Unless the contract documents contain a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

7. SUBMISSIONS OF PROPOSALS

All PROPOSALS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Request for Proposal.

PROPOSALS must be made on the PROPOSAL forms provided herewith, **submit one (1) ORIGINAL proposal package and two (2) FLASH DRIVES containing a single PDF file of the entire proposal package.**

Each PROPOSAL must be submitted in two (2) sealed envelopes, one within the other, each marked as to indicate the Proposer's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the Request for Proposal.

8. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of PROPOSALS, any PROPOSAL submitted may be withdrawn by notice to the party receiving PROPOSALS at the place designated for receipt of PROPOSALS. Such notice shall be in writing over the signature of the Proposer or by telegram. If by telegram, written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of PROPOSALS. No PROPOSAL may be withdrawn after the time scheduled for opening of PROPOSALS, unless the time specified in paragraph AWARD OF THE CONTRACT of these Instructions to Proposers shall have elapsed.

9. AWARD OF CONTRACT

The CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written Notice of Award, mailed to the office designated in the Proposal, or delivered to the Proposer's representative. In the event of failure of the selected Proposer to sign the Contract and provide acceptable insurance certificate(s) and evidence of holding required licenses and certificates, the CITY may award the Contract to the second ranked Proposer.

The CITY reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

10. BASIS OF AWARD

A selection committee will evaluate all proposals that meet the minimum qualifications of the RFP. Each committee member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth below. The evaluation of this RFP will be based on a Proposer's aptitude, experience, qualifications and approach to tasks as identified herein by the City. Completed evaluations shall be combined and tallied at a publicly noticed meeting. The City reserves the right to interview one or more of the highest ranked candidates as part of its evaluation. Upon completion of its evaluation process, the selection committee shall provide the results of the scoring and ranking to the City Commission, along with a recommendation to award the contract to the highest ranked

Proposer. Proposers may be required to make a brief presentation to the City Commission. The City Commission will evaluate all responsive written proposals and will review the selection committee's recommendation. However, the City Commission is not obligated to accept the recommendation of the selection committee. If the City and the first ranked firm are unable for any reason to negotiate a contract the City shall, either orally or in writing, formally terminate negotiations with the selected firm. The City may then negotiate with the next highest ranked firm. The negotiation process may continue in this manner through successive firms until an agreement is reached or the City terminates this RFP.

SELECTION CRITERIA	POINTS ALLOWED
Program Approach	25
Experience and Capacity of the Firm	25
Cost Proposal and Pricing Methodology	25
Familiarity with Local Area	15
Subtotal Points	90
References	10
Total Points	100

11. EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) working days after receiving the Notice of Award, sign and deliver to the City two (2) original Contracts in the draft form hereto attached, together with the insurance requirements and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Proposer, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract. **The attached agreement is for draft purposes only. The City reserves the right to make changes to the Contract prior to signature.**

12. TERM OF CONTRACT

The duration of the agreement shall be three (3) years commencing from the effective date of this agreement. The City shall have two (2) one (1) year renewal options upon same terms and conditions contained in this agreement.

13. PROPOSER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on the Contract Documents.

The Proposer further declares that he has carefully examined the Contract Documents and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

14. ADDENDA

The Proposer hereby acknowledges that he has received Addenda No's. _____, _____, _____. Proposer shall insert No. of each Addendum received and agrees that all addenda issued are hereby made part of the Contract Documents, and the Proposer further agrees that his Proposal(s) includes all impacts resulting from said addenda.

15. SALES AND USE TAXES

The Proposer agrees that all federal, state, and local sales and use taxes are included in the stated unit prices for the work.

INSURANCE REQUIREMENTS

1. **CONSULTANT** is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the **CONSULTANT** shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Professional Liability (if appl.)	\$1,000,000	Per Claim/Aggregate
Additional Umbrella Liability	\$2,000,000	Occurrence / Aggregate

2. **CONSULTANT** shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on a **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at **least as broad as CG 2010 (11/85) or its Equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** INCLUDING a "Waiver of Subrogation" clause in favor of City of Key West on all policies. **CONSULTANT** will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.
3. Notwithstanding any other provision of the Contract, the **CONSULTANT** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **CONSULTANT** who is performing any labor, services, or material under the Contract. Further, **CONSULTANT** shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Each Employee	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000

4. **CONSULTANT** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.
5. **CONSULTANTS's** insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.
6. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**
7. **CONSULTANT** will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **CONSULTANT** will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **CONSULTANT**.

PROPOSAL SUBMITTAL REQUIREMENTS

The City requires each Proposer to submit a concise proposal using 8 ½” by 11” pages clearly addressing all of the requirements outlined in this RFP. Proposals shall include, at a minimum, the following items:

1. Cover Letter: No more than two (2) pages in length or one (1) double-sided page.
 - Entity name, address, phone, website and email address.
 - The name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal.
2. Responses to the RFP: No more than twenty (20) pages in length or ten (10) double-sided pages.
 - Organization chart, number of employees, company information (founding and history, service areas, and awards or other forms of recognition), financial information (filed for bankruptcy in the past, is currently in bankruptcy or has bankruptcy action pending), litigation (list project name and nature of litigation of any past, pending or present litigation, arbitration or dispute relating to the services described herein, that you or your firm has been involved in within the last five (5) years), summary of current workload
 - Qualifications: Please provide documentation of the professional qualifications of the key personnel to be employed. Such documentation shall include, but not be limited to:
 1. Resumes of academic training and employment in the area of EMS Billing
 2. Include three (3) examples of EMS Billing including pricing methodology used.
 - Program Approach and Price: Please submit a program approach for the completion of the scope of services requested above and price for a three (3) year period. The approach and price, at a minimum, shall include the following:
 1. From a technical perspective, explain why your organization should be selected for performing the services covered under this Request for Proposals

and how you can add value to the goals and objectives of the City. Include examples of your success in performing such services with other entities.

2. From a logistics perspective, explain how your organization intends to interact and interface with the City in the performance of the Services covered under the Request for Proposals.
 3. Specify address of Firm's designated office where the majority of work on this project will be performed, call center location. Indicate percentage total overall of the Services to be performed by the Firm's office specified above. Specify address of Firm's other office(s) where any part of the work for these Services will be performed, if applicable.
 4. Describe any limitations that may exist that would impact your organization's ability to perform the services covered under this RFP.
 5. Proposed price for EMS Billing Services as specified in the Scope of Services.
 6. Any other material as may be helpful to establish that the respondent has the necessary facilities, ability, and financial resources to furnish the required services in a satisfactory manner.
- Familiarity with Florida and the Florida Keys: Describe experience with EMS billing in Florida and, particularly, the Florida Keys.
 - Client References: Please provide a minimum of three (3) client references for which you have provided a similar service within the past five years of the scope and nature required by this RFP along with contact name, phone number, and email for the references.
3. Attachments: All required attachments listed in Instructions to Proposer.

BID PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: EMS Billing Services

Bidder's contact person for additional information on this Proposal:

Company Name: _____
Contact Name & Telephone #: _____
Email Address: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Saturdays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto and will provide evidence of holding required licenses and certificates as indicated in the Contract Documents.

SURETY

_____ whose address is

_____, _____, _____, _____
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is _____

_____ doing business at

_____, _____, _____, _____
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2017.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____ 2017.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees 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 subscribed before me this _____ day of _____ 20__.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

* * * * *

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for _____

2. This sworn statement is submitted by _____
(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 _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. 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 with the United States, including but not limited

to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or 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.
7. I understand that a “person” as defined in Paragraph 287.133(1)(8), Florida Statutes, 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 public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and

convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her

(Name of individual signing)

signature in the space provided above on this _____ day of _____, 20____.

My commission expires:

NOTARY PUBLIC

EMS BILLING SERVICES
CITY OF KEY WEST

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by CONSULTANT or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the CONSULTANT or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by CONSULTANT for Professional Acts. CONSULTANT hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of CONSULTANT'S negligent acts, errors or omissions, or intentional acts in the performance of CONSULTANT'S services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and CONSULTANT, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONSULTANT: _____

SEAL:

Address

Signature

Print Name

DATE: _____
Title

**LOCAL VENDOR CERTIFICATION PURSUANT TO
CITY OF KEY WEST ORDINANCE 09-22 SECTION 2-798**

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

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

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

Business Name _____ Phone: _____

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

Length of time at this address: _____ Date: _____

Signature of Authorized Representative

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2015.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

_____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn and subscribed before me this _____ day of _____, 20__.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this

_____ day of _____ 20____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

* * * * *

PART 2
SCOPE OF SERVICES

Specifications and Scope of Services

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

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

Background

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

Detailed Scope of Work

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

- A. Provide billing and accounts receivable management services -The successful Proposer shall provide billing and accounts receivable management services to the CITY for emergency medical transportation services rendered by the CITY. The Contractor shall file required documentation and agreements with all payers (e.g. Medicare, Medicaid, and private insurance companies).
- B. The contractor must have a minimum of 5 clients that exceed 3,000 transports or medical claims processed last fiscal year.
- C. The contractor must have a full-time compliance officer.
- D. The contractor must absorb all credit card and debit card fees incurred for processing.
- E. The contractor will scan images and all patient documents and attach this information to each trip.
- F. The contractor must work to establish relationships with all the CITY receiving hospitals and skilled nursing facilities.
- G. The contractor must have demonstrated success interfacing ePCR technology to their billing system.
- H. The contractor must allow 24/7 web access to the billing system to access detailed patient billing processes to see all transactions on any account at any time.
- I. The contractor must provide both canned and custom reporting daily, weekly, monthly via a secure method.
- J. The contractor may supply an ePCR solution with Health Data Exchange model.
- K. The contractor will confirm every patient transported by KWFD insurance verification across Medicare if 65+, across Medicaid at the time of processing and retroactively.
- L. The customer service center must have call times from 8 am to 8 pm eastern standard time.
- M. The contractor must record all inbound and outbound patient calls and be able to provide a recording of the call to the KWFD.
- N. The contractor must be able to accept NEMSIS (National EMS Information System) EMS exports to the billing system to comply with Florida reporting standards.
- O. The contractor 's reports must combine complete clinical data with financial data.

- P. The contactor must provide a patient web portal which includes:
 - 1. Updates on insurance information
 - 2. Credit Card/ Debit Card/e-Check processing without extra charge to the patient.
 - 3. Re-occurring payment plans
- Q. The contractors call center must support diverse languages on staff and have resources available for translation services when necessary.
- R. The contractor must provide a dedicated Client Service Representative to oversee all primary issues between the CITY and contractor.
- S. The contractor must ensure a segregation of duties, whereby the same individual must not be able to enter billing, adjust billing, post payments, nor deposit funds; and maintain the necessary levels of security in their automated billing system to protect the CITY from loss.
- T. All patient account numbers must be cross referenced with the KWFD incident number.
- U. Ensure that all required documentation and agreements with payers (e.g. Medicare, Medicaid, Tri-Care, etc.) are filed and maintained, and that the CITY is notified of important changes to industry regulations.
- V. Provide periodic training to CITY Emergency Medical Services personnel as requested regarding the gathering of necessary information and proper completion of Patient Care Reports (PCRs).
- W. Download PCRs from the CITY EMS data collection system or any EMS data collection system used by the CITY. Firm must accept electronic data from CITY via a secure network supplied by the firm. The secure data transfer will be electronic in XML, ASCII or any other acceptable electronic data transfer format.
- X. Provide prompt submission of Medicare, Medicaid and Insurance claims after receiving PCRs, which will be the contractor's notice to commence the billing/collection process, including keeping logs confirming all electronic submissions. Secondary insurance provider claims will be submitted after the primary insurance provider has paid. The CITY will monitor for probate and bankruptcy cases for KWFD EMS patients and on receiving Bankruptcy and Probate notice, will submit information with appropriate detail to contractor for filing. The contractor will respond to KWFD requests and post payments/adjustments related to probate and bankruptcy proceedings.
- Y. Use up-to-date knowledge and information regarding coding procedures, assigning diagnostic codes and proper preparation of electronic and paper insurance filings to ensure compliance with Federal, State and local regulations.
- Z. Guarantee claim follow up and re-bill and work with the insurance companies when applicable. Re-bill indicates that all charges applicable to the service be retrievable in billing type format and/or detailed statement.
- AA. Provide a reconciliation of the number of transports (PCRs) collected with those transmitted to the contractor, and contact the CITY to report any discrepancies.
- BB. Download payment information electronically and provide web access to the CITY for access to ad hoc reports on billing performance.
- CC. Establish a skip tracing process to validate patient information (correct spelling of name, social security #'s, Date of Birth, and mailing address to also include unit/condo #'s), and returned mail/bad addresses.
- DD. Employ extensive internal and external insurance eligibility and demographic sweeps to identify patients in a timely manner to support billing practices.
- EE. Provide a designated, responsive and professional liaison for patient/payer concerns. Accept responsibility resolution and communication of all EMS consumer complaints and compliments.
- FF. Provide a means for patients to provide billing information, preferably through a secure web site, to allow patients to review their billing information, add insurance information and request corrections to expedite recovery.
- GG. Provide a toll-free phone number to respond to inquiries concerning patient account information.
- HH. Provide all customer-related inquiry services and prepare additional third-party claims or patient payment agreements in accordance with CITY policies. Document interaction between parties.
- II. Provide proper security of confidential information and proper shredding of all disposed materials

- containing confidential information. Retain appropriate records in accordance with state records retention requirements.
- JJ. Establish working relationships with hospitals to obtain/verify patient insurance and contact information, preferably through electronic, VPN or faxback programs.
- KK. Respond promptly (within one business day) to the CITY, patients, and patient representatives on request for information.
- LL. Participate in face-to-face meeting between CITY personnel and your appropriate personnel on a semi-annual basis (at minimum) to discuss current legislation, trends, hot topics and better business practices.
- MM. Maintain appropriate accounting procedures and provide for reconciling all payments, bank deposits, receivables, billings, patient accounts, adjustments and refunds between the contractor's billing system and CITY records.
- NN. Provide options for payment processing and receipt (i.e.: bank lockbox, other alternatives, etc.)
- OO. Provide the CITY with copies of supporting documentation for refunds to be made by the CITY the month following the payment posting date.
- PP. Provide timely comprehensive reports facilitating all required aspects of monitoring, evaluating, auditing and managing the services monthly. Reports are to include detailed revenue analysis and forecasts on an as needed basis.
- QQ. Provide pre-collection activities on accounts to significantly reduce accounts being turned to an outside collection agency.
- RR. Provide the KWFD or designated collection agency with all unpaid invoices along with the complete processing history once accounts are past due by 180 days or more, or once firm's collection efforts have been exhausted.
- SS. Contractor must participate in FL debt set off program on behalf of the CITY. Follow in accordance to the CITY policy on wage garnishment.
- TT. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed in accordance with CITY procedures. The contractor will not lower any billed amount without the prior approval of the CITY.
- UU. Provide the CITY with access to all CITY accounts, data and information maintained in the automated system of the contractor including any hardware, software or connection services required and provide initial and then as needed on-site training for EMS administrative staff on the software utilized.
- VV. Develop disaster safeguards and a data recovery plan with innate system and functional redundancy to include processing and patient services.
- WW. Develop a plan for receiving mail, depositing payments, and providing the CITY with payment information for accounts prior to the Contract period.
- XX. Provide copies of all user manuals, system overviews, technical manuals, reports on controls such as internal / external audits or regulatory authority reports when requested to do so by the CITY.
- YY. Contractor must provide an independent third-party audit annually.
- ZZ. Comply with all applicable federal, state and local regulations. The proposal should describe recent and planned efforts for compliance with privacy requirements and data transmission. Recent audits by Medicare, Medicaid, or other agencies may be used to document compliance. Please provide experience with CMS audits and results for the last five years.
- AAA. Compliance with SSAE 16 type 2 is required. Please attach the current SSAE 16 type 2 audit report to the proposal.
- BBB. Completion of HIPAA-HITECH Audit is required. Please attach HIPAA-HITECH Audit documentation to the proposal.
- CCC. For monthly reconciliation and payment of invoice by the CITY, provide the following:
1. Copies for the previous months Explanation of Benefits (EOBs) for Medicare payments and adjustments processed. Notify KWFD of adjustments made by Medicare and accounts affected.
 2. Payments and return items are to be posted same date as bank deposit posting date. All

posting should be current and all items reconciled by end of business month. Any irreconcilable items are to be reported timely to the CITY for direction and resolution. All postings should be reconciled with the CITY on a weekly basis.

3. Provide monthly reports specific to CITY requirements.
4. Monthly reports are to be received by the CITY no later than the 15th business day of the following month.

DDD. The successful proposer shall be responsible for the invoicing, collection, generation of any and all insurance forms and filings, record maintenance reports and postage for the mailing of all said invoices, and forms. The successful proposer shall provide patients with a comprehensive statement/invoice, HIPPA form and a courtesy return payment envelope. The front of the statement shall describe all charges and payments. The reverse side of the statement shall have clearly marked entry blocks for information needed to file insurance claims.

CITY OF KEY WEST CONSULTANT RANKING FORM

Project Name: EMS Billing Services

Project Number: RFP #002-18

Firm _____

Date _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Program Approach	25	
Experience and Capacity of the Firm	25	
Cost Proposal and Pricing Methodology	25	
Familiarity with Local Area	15	
Subtotal Points	90	
References	10	
Total Points	100	

PART 3
DRAFT AGREEMENT

DRAFT AGREEMENT

CITY OF KEY WEST

AGREEMENT TO FURNISH

EMS BILLING

SERVICES

TO THE

CITY OF KEY WEST

JANUARY 24, 2018

Agreement

This AGREEMENT is made and entered into this _____ day of _____ 2018, by and between the City of Key West, a municipal corporation of the State of Florida, whose address is 1300 White Street, Key West, Florida 33040, hereafter referred to as the "CITY" and _____, whose address is _____, hereafter referred to as the "EMS Billing Agency". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

Article 1. Scope of Services

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

Detailed Scope of Work

EMS Billing Agency shall provide billing services for emergency medical services transport. The EMS Billing Agency shall provide accounts receivable management as well as the funding of an ePCR solution with hospital data interface.

- A. Provide billing and accounts receivable management services - The successful proposer shall provide billing and accounts receivable management services to the City for emergency medical services rendered by the City. The EMS Billing Agency shall file required documentation and agreements with all payers (e.g. Medicare, Medicaid, and private insurance companies).
- B. The contractor must have a minimum of 5 clients that exceed 3,000 transports or medical claims processed last fiscal year.
- C. The EMS Billing Agency must have a full-time compliance officer.
- D. The EMS Billing Agency must absorb all credit card and debit card fees incurred for processing.
- E. The EMS Billing Agency will scan images and all patient documents and attach this information to each trip.
- F. The EMS Billing Agency must work to establish relationships with all the CITY receiving hospitals and skilled nursing facilities.

- G. The EMS Billing Agency must demonstrate success interfacing ePCR technology to their billing system.
- H. The contractor must allow 24/7 web access to the billing system to access detailed patient billing processes to see all transactions on any account at any time.
- I. The EMS Billing Agency must provide both canned and custom reporting daily, weekly, monthly via a secure method.
- J. The EMS Billing Agency may supply an ePCR solution with Health Data Exchange model.
- K. The EMS Billing Agency will confirm every patient transported by KWFD insurance verification across Medicare if 65+, across Medicaid at the time of processing and retroactively.
- L. The EMS Billing Agency service center must have call times from 8 am to 8 pm eastern standard time.
- M. The EMS Billing Agency must record all inbound and outbound patient calls and be able to provide a recording of the call to the KWFD.
- N. The EMS Billing Agency must be able to accept NEMSIS (National EMS Information System) EMS exports to the billing system and comply with all Florida EMSTARS reporting requirements.
- O. The EMS Billing Agency's reports must combine complete clinical data with financial data.
- P. The EMS Billing Agency must provide a patient web portal which includes:
 - a. Updates on insurance information
 - b. Credit Card/ Debit Card/e-Check processing without extra charge to the patient.
 - c. Re-occurring payment plans
- Q. The EMS Billing Agency's call center must support diverse languages on staff and have resources available for translation services when necessary.
- R. The EMS Billing Agency must provide a dedicated Client Service Representative to oversee all primary issues between the CITY and contractor.
- S. The EMS Billing Agency must ensure a segregation of duties, whereby the same individual must not be able to enter billing, adjust billing, post payments, nor deposit funds; and maintain the necessary levels of security in their automated billing system to protect the CITY from loss.
- T. All patient account numbers must be cross referenced with the KWFD incident number.
- U. Ensure that all required documentation and agreements with payers (e.g. Medicare, Medicaid, Tri-Care, etc.) are filed and maintained, and that the CITY is notified of important changes to industry regulations.

- V. Provide periodic training to CITY Emergency Medical Services personnel as requested regarding the gathering of necessary information and proper completion of Patient Care Reports (PCRs).
- W. Download PCRs from the CITY EMS data collection system or any EMS data collection system used by the CITY. Firm must accept electronic data from CITY via a secure network supplied by the firm. The secure data transfer will be electronic in XML, ASCII or any other acceptable electronic data transfer format.
- X. Provide prompt submission of Medicare, Medicaid and Insurance claims after receiving PCRs, which will be the EMS Billing Agency's notice to commence the billing/collection process, including keeping logs confirming all electronic submissions. Secondary insurance provider claims will be submitted after the primary insurance provider has paid. The CITY will monitor for probate and bankruptcy cases for KWFD EMS patients and on receiving Bankruptcy and Probate notice, will submit information with appropriate detail to contractor for filing. The contractor will respond to KWFD requests and post payments/adjustments related to probate and bankruptcy proceedings.
- Y. Use up-to-date knowledge and information regarding coding procedures, assigning diagnostic codes and proper preparation of electronic and paper insurance filings to ensure compliance with Federal, State and local regulations.
- Z. Guarantee claim follow up and re-bill and work with the insurance companies when applicable. Re-bill indicates that all charges applicable to the service be retrievable in billing type format and/or detailed statement.
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- DD. Employ extensive internal and external insurance eligibility and demographic sweeps to identify patients in a timely manner to support billing practices.
- EE. Provide a designated, responsive and professional liaison for patient/payer concerns. Accept responsibility resolution and communication of all EMS consumer complaints and compliments.
- FF. Provide a means for patients to provide billing information, preferably through a secure web site, to allow patients to review their billing information, add insurance information and request corrections to expedite recovery.

- GG. Provide a toll-free phone number to respond to inquiries concerning patient account information.
- HH. Provide all customer-related inquiry services and prepare additional third-party claims or patient payment agreements in accordance with CITY policies. Document interaction between parties.
- II. Provide proper security of confidential information and proper shredding of all disposed materials containing confidential information. Retain appropriate records in accordance with state records retention requirements.
- JJ. Establish working relationships with hospitals to obtain/verify patient insurance and contact information, preferably through electronic, VPN or faxback programs.
- KK. Respond promptly (within one business day) to the CITY, patients, and patient representatives on request for information.
- LL. Participate in face-to-face meeting between CITY personnel and your appropriate personnel on a semi-annual basis (at minimum) to discuss current legislation, trends, hot topics and better business practices.
- MM. Maintain appropriate accounting procedures and provide for reconciling all payments, bank deposits, receivables, billings, patient accounts, adjustments and refunds between the contractor's billing system and CITY records.
- NN. Provide options for payment processing and receipt (ie: bank lockbox, other alternatives, etc.)
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- TT. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed in accordance with CITY procedures. The contractor will not lower any billed amount without the prior approval of the CITY.

UU. Provide the CITY with access to all CITY accounts, data and information maintained in the automated system of the contractor including any hardware, software or connection services required and provide initial and then as needed on-site training for EMS administrative staff on the software utilized.

VV. Develop disaster safeguards and a data recovery plan with innate system and functional redundancy to include processing and patient services.

WW. Develop a plan for receiving mail, depositing payments, and providing the CITY with payment information for accounts prior to the Contract period.

XX. Provide copies of all user manuals, system overviews, technical manuals, reports on controls such as internal/external audits or regulatory authority reports when requested to do so by the CITY.

YY. Contractor must provide an independent third-party audit annually.

ZZ. Comply with all applicable federal, state and local regulations. The proposal should describe recent and planned efforts for compliance with privacy requirements and data transmission. Recent audits by Medicare, Medicaid, or other agencies may be used to document compliance. Please provide experience with CMS audits and results for the last five years.

AAA. Compliance with SSAE 16 type 2 is required

BBB. Completion of HIPAA HITECH Audit is required.

CCC. For monthly reconciliation and payment of invoice by the CITY, provide the following:

1. Copies for the previous months Explanation of Benefits (EOBs) for Medicare payments and adjustments processed. Notify KWFD of adjustments made by Medicare and accounts affected.
2. Payments and return items are to be posted same date as bank deposit posting date. All posting should be current and all items reconciled by end of business month. Any irreconcilable items are to be reported timely to the CITY for direction and resolution. All postings should be reconciled with the CITY on a weekly basis.
3. Provide monthly reports specific to CITY requirements.
4. Monthly reports are to be received by the CITY no later than the 15th business day of the following month.

DDD. The EMS Billing Agency shall be responsible for the invoicing, collection, generation of any and all insurance forms and filings, record maintenance reports and postage for the mailing of all said invoices, and forms. The successful proposer shall provide patients with a comprehensive statement/invoice, HIPPA form and a courtesy return payment envelope. The front of the statement

shall describe all charges and payments. The reverse side of the statement shall have clearly marked entry blocks for information needed to file insurance claims.

Article 2. Compensation

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

2.1 _____ of collection payment and _____ rate for Medicaid claims, which includes compensation for all tasks identified in the EMS Billing Agency's proposal, including, but not limited to, EMS Billing Agency's travel costs (meals and lodging), transportation, fringe benefits, clerical support, salaries, general overhead costs, direct expenses, profit and all other out-of-pocket expenses.

A. In the event of a change of scope, an appropriate decrease or increase in compensation will be authorized in writing.

B. Invoicing will occur monthly based on the percentage of collected funds for the month.

DC the EMS Billing Agency shall submit collection reports supporting the compensation. The EMS Billing Agency shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

Article 3. Invoicing and Payment

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

Article 4. Obligations of the Consultant

4.1. General

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

4.2. Standard of Care

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

4.3 EMS Billing Agency’s Insurance

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

A. Errors and Omissions Liability Insurance in an amount of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate.

B. Employee Dishonesty Coverage in the amount of not less than \$500,000. Coverage shall include:

- Forgery or Alteration;
- Computer Fraud;
- Funds Transfer Fraud;
- Third Party Coverage in favor of the City of Key West.

C. Worker’s Compensation Insurance and Employer’s Liability Insurance:

- i. Worker’s Compensation Benefits: Statutory;
- ii. Employer’s Liability Insurance:

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

4.4 Subcontractors

A. The EMS Billing Agency may not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY.

B. The EMS Billing Agency is as fully responsible to the owner for the acts and omissions of his Sub consultants and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

C. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City. The Subcontractor shall have the same insurance requirements as the EMS Billing Agency.

4.5 Licenses

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

Article 5. Obligations of the City

5.1. Authorization to Proceed

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

5.2. City-Furnished Data

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

5.3. Access to Facilities and Property

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

5.4. Timely Review

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

5.5. Prompt Notice

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

5.6. Litigation Assistance

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

Article 6. General Legal Provisions

6.1 Agreement Period

The duration of the agreement shall be three (3) years commencing from the effective date of this agreement. The City shall have two (2) one (1) year renewal options upon same terms and conditions contained in this agreement.

6.2. Reuse of Project Documents

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

6.3 Ownership of Work Product and Inventions

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

6.4 Force Majeure

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

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

6.5 Termination

A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to EMS Billing Agency. No further work will be performed by EMS Billing Agency upon receipt of this notice unless specifically authorized by the Fire Chief of the City of Key West.

B. On termination, the EMS Billing Agency will be paid for all authorized services performed up to the termination. The CITY will not pay for anticipatory profits.

6.6 Suspension, Delay, or Interruption of Work

A. The CITY may suspend, delay, or interrupt the services of the EMS Billing Agency for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY will pay EMS Billing Agency for work performed to date.

An equitable adjustment in the PROJECT'S schedule and EMS Billing Agency's compensation will be made as agreed to by both parties.

- B. In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.7 Third Party Beneficiaries

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

6.8 Indemnification

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

The vendor agrees to indemnify the CITY and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the CITY, for all claims described in the hold harmless clause herein. Such payment on behalf of the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the City's exclusive remedy.

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

6.9 Assignment

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

6.10 Jurisdiction

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

6.11 Severability and Survival

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

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

6.12 Dispute Resolution

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

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

6.13 Post Contractual Restriction

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

6.14 Attorney's Fees

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

Article 7. Schedules, and Signatures

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

IN WITNESS WHEREOF, the parties execute below:

THE CITY OF KEY WEST

By: _____
Jim Scholl, City Manager

Attest: _____
Cheri Smith City Clerk

Dated this _____ day of _____, 2018

EMS Billing Agency

By: _____
President / CEO

Dated this _____ day of _____, 2018

PART 4
CONE OF SILENCE ORDINANCE

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Sec. 2-773. - Cone of silence

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

- (1) Competitive solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- (2) Cone of silence means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
- (3) Evaluation or selection committee means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- (4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
- (5) Vendor's representative means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.

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

- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
- (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
- (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
- (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

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

- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
- (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
 - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
 - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

- (3) Oral communications at duly noticed pre-bid conferences;
 - (4) Oral presentations before publicly noticed evaluation and/or selection committees;
 - (5) Contract discussions during any duly noticed public meeting;
 - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
 - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
 - (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
- (d) Procedure.
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
 - (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
 - (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
- (e) Violations/penalties and procedures.
- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
 - (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
 - (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
 - (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
 - (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.