

PROFESSIONAL SERVICES AGREEMENT

By and Between
The City of Miami, Florida
And
CONTRACTOR

This Professional Services Agreement ("Agreement") is entered into this 20th day of September, 2016 by and between the City of Miami, a municipal corporation of the State of Florida, whose address is 444 S.W. 2nd Avenue, 10th Floor, Miami, Florida 33130 ("City"), and, PST Services, Inc., a McKesson company a Foreign Profit Corporation, qualified to do business in the State of Florida whose principal address is 5995 Windward Parkway, Alpharetta, GA 30005, hereinafter referred to as the ("Contractor").

RECITALS:

WHEREAS, the City of Miami issued a Request for Proposals No. 547382 on, April 19, 2016 (the "RFP" attached hereto, incorporated hereby, and made a part of as Exhibit A) for the provision of Emergency Medical Transport Billing and Collection Services, ("Services" as more fully set forth in the scope of work "Scope" attached hereto as Exhibit B) for the City of Miami Fire Rescue Department and Contractor's proposal ("Proposal", attached hereto, incorporated hereby, and made part of hereof as Exhibit C), in response thereto, has been selected as the most qualified proposal for the provision of the Services.

WHEREAS, the Evaluation/Selection Committee appointed by the City Manager determined that the Proposal submitted by the Contractor was responsive to the RFP requirements and recommended that the City Manager negotiate with the Contractor; and

WHEREAS, the City wishes to engage the Services of Contractor, and Contractor wishes to perform the Services for the City; and

WHEREAS, the City and the Contractor desire to enter into this Agreement under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Contractor and the City agree as follows:

TERMS:

1. RECITALS AND INCORPORATIONS; DEFINITIONS:

A. The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. The City's RFP is hereby incorporated into and made a part of this Agreement and attached hereto as Exhibit "A". The Services and Scope of Work are hereby incorporated into and made a part of this Agreement and attached as Exhibit "B". The Contractor's Response and Pricing Proposal dated, May 12, 2016, in response to RFP 547382, is hereby incorporated into and made a part of this Agreement as attached Exhibit "C". The Contractor's Insurance Certificate is hereby incorporated into and made a part of this Agreement as attached Exhibit "D". The order of precedence whenever there is conflicting or inconsistent language between documents is as follows in descending order of priority: (1) Professional Services Agreement ("PSA") (2) Addenda/Addendum to the RFP; (3) RFP; and (4) Contractor's response and price proposal dated May 12, 2016, acknowledging scope of services and pricing component of services and, response to the Request for Proposals.

2. TERM:

The Agreement shall become effective on the date on the first page, and shall be for the duration of seven years: Initial term of three (3) years with two (2), two (2) year options to renew. The City, acting by and through its City Manager, shall have the option to extend or terminate the Agreement for convenience, that is, for any or no cause.

3. **SCOPE OF SERVICES:**

A. Contractor agrees to provide the Services as specifically described, and under the special terms and conditions set forth in Exhibits "A" and "B" hereto, which by this reference is incorporated into and made a part of this Agreement.

B. Contractor represents to the City that: (i) it possesses all qualifications, licenses, certificates, authorizations, and expertise required for the performance of the Services, including but not limited to full qualification to do business in Florida; (ii) it is not delinquent in the payment of any sums due the City, including payment of permits, fees, occupational licenses, etc., nor in the performance of any obligations or payment of any monies to the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner described in Exhibit "A"; and (v) each person executing this Agreement on behalf of Contractor has been duly authorized to so execute the same and fully bind Contractor as a party to this Agreement.

C. Contractor shall at all times provide fully qualified, competent and physically capable employees to perform the Services under this Agreement. Contractor shall possess and maintain any required licenses, permits and certifications to perform the Services under this Agreement. City may require Contractor to remove any employee the City deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued services under this Agreement is not in the best interest of the City.

4. **COMPENSATION:**

A. The amount of compensation payable by the City to the Contractor shall be based on the rates quoted in Exhibit "C" hereto, which by this reference is incorporated into and made a part of this Agreement.

B. Payment shall be made in arrears based upon work performed to the satisfaction of the City within thirty (30) days after receipt of Contractor's invoice for Services performed, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should the City require one to be performed. Invoices shall be sufficiently detailed so as to comply with the "Florida Prompt Payment Act", §218.70. - 218.79, Florida Statutes, and other applicable laws. No advance or future payments shall be made at any time.

C. Contractor agrees and understands that (i) any and all subcontractors providing Services related to this Agreement shall be paid through Contractor and not paid directly by the City, and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the Services related to this Agreement shall be borne solely by Contractor.

D. Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods

5. OWNERSHIP OF DOCUMENTS:

Contractor understands and agrees that any information, document, report or any other material whatsoever which is given by the City to Contractor, its employees, or any subcontractor, or which is otherwise obtained or prepared by Contractor solely and exclusively for the City pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City Manager, which may be withheld or conditioned by the City Manager in his/her sole discretion. Contractor is permitted to make and to maintain duplicate copies of the files, records, documents, etc. if Contractor determines copies of such records are necessary subsequent to the termination of this Agreement; however, in no way shall the confidentiality as permitted by applicable laws be breached. The City shall maintain and retain ownership of any and all documents which result

upon the completion of the work and Services under this Agreement as per the terms of this Section 5.

6. **AUDIT AND INSPECTION RIGHTS AND RECORDS RETENTION:**

A. Contractor agrees to provide access to the City or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement, for the purpose of audit, examination, excerpts, and transcripts. The City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the City to Contractor under this Agreement, audit and inspect, or cause to be audited and inspected, those books, documents, papers, and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain any and all such books, documents, papers, and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement and all other pending matters are closed. Contractor's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of this Agreement by the City.

B. The City may, at reasonable times during the term hereof, inspect the Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods or services required to be provided by Contractor under this Agreement conform to the terms hereof. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All audits, tests and inspections shall be subject to, and made in accordance with, the provisions of Sections 18-100, 18-101, and 18-102 of the Code of the City of Miami, Florida, which apply to this Agreement, as same may be amended or supplemented, from time to time.

7. **AWARD OF AGREEMENT:**

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8. **PUBLIC RECORDS:**

A. Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City Agreements, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable laws. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the City.

B. Contractor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and, (5) provide all electronically stored public records that must be provided to the City in a format compatible with the City's information technology systems. Notwithstanding the foregoing, Contractor shall be permitted to retain any public records that make up part of its work product

solely as required for archival purposes, as required by law, or to evidence compliance with the terms of the Agreement.

C. Should Contractor determine to dispute any public access provision required by Florida Statutes, then Contractor shall do so at its own expense and at no cost to the City.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

Contractor understands that agreements with local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Contractor agree to comply with and observe all such applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Contractor further agrees to include in all of Contractor's agreements with subcontractors for any Services related to this Agreement this provision requiring subcontractors to comply with and observe all applicable federal, state, and local laws rules, regulations, codes and ordinances, as they may be amended from time to time.

10. INDEMNIFICATION:

Contractor shall indemnify, hold/save harmless and defend at its own costs and expense the City, its officials and employees, for claims (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the negligent performance or non-performance of the Services contemplated by this Agreement (whether active or passive) of Contractor or its employees or subcontractors (collectively referred to as "Contractor") which is directly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive or in

strict liability) of the Indemnitees, or any of them, or (ii) the failure of the Contractor to comply materially with any of the requirements herein, or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, local, federal or state, in connection with the performance of this Agreement even if it is alleged that the City, its officials and/or employees were negligent. Contractor expressly agrees to indemnify, defend and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its subcontractors, as provided above, for which the Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Contractor further agrees to indemnify, defend and hold harmless the Indemnitees from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, related directly to Contractor's negligent performance under this Agreement, compliance with which is left by this Agreement to Contractor, and (ii) any and all claims, and/or suits for labor and materials furnished by Contractor or utilized in the performance of this Agreement or otherwise.

Contractor's obligations to indemnify, defend and hold harmless the Indemnitees shall survive the termination/expiration of this Agreement.

Contractor understands and agrees that any and all liabilities regarding the use of any subcontractor for Services related to this Agreement shall be borne solely by Contractor throughout the duration of this Agreement and that this provision shall survive the termination or expiration of this Agreement, as applicable.

11. DEFAULT:

If Contractor fails to comply materially with any term or condition of this Agreement, or fails to perform in any material way any of its obligations hereunder, and fails to cure such failure after reasonable notice from the City, then Contractor shall be in default. Contractor

understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination. Should Contractor be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Contractor shall be liable to the City for all expenses incurred by the City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the City in the re-procurement of the Services, including consequential and incidental damages.

12. RESOLUTION OF AGREEMENT DISPUTES:

Contractor understands and agrees that all disputes between Contractor and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted to the City Manager for his/her resolution, prior to Contractor being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds Twenty-Five Thousand Dollars and No/Cents (\$25,000), the City Manager's decision shall be approved or disapproved by the City Commission. Contractor shall not be entitled to seek judicial relief unless: (i) it has first received City Manager's written decision, approved by the City Commission if the amount of compensation hereunder exceeds Twenty-Five Thousand Dollars and No/Cents (\$25,000), or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation one hundred twenty (120) days if City Manager's decision is subject to City Commission approval; or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager. In no event may the amount of compensation under this Section exceed the total compensation set forth in Section 4 (A) of this Agreement.

13. TERMINATION; OBLIGATIONS UPON TERMINATION:

A. The City, acting by and through its City Manager, shall have the right to terminate this Agreement, in its sole discretion, and without penalty, at any time, by giving written notice to Contractor at least thirty (30) calendar days prior to the effective date of such termination. In such event, the City shall pay to Contractor compensation for Services rendered and approved expenses incurred prior to the effective date of termination. In no event shall the City be liable to Contractor for any additional compensation and expenses incurred, other than that provided herein, and in no event shall the City be liable for any consequential or incidental damages. The Contractor shall have no recourse or remedy against the City for a termination under this subsection except for payment of fees due prior to the effective date of termination.

B. The City, by and acting through its City Manager, shall have the right to terminate this Agreement, in its sole discretion, and without penalty, upon the occurrence of an event of a material breach hereunder, and failure to cure the same within thirty (30) days after written notice of default. . In such event, the City shall not be obligated to pay any amounts to Contractor for Services rendered by Contractor after the date of termination, but the parties shall remain responsible for any payments that have become due and owing as of the effective date of termination. In no event shall the City be liable to Contractor for any additional compensation and expenses incurred, other than that provided herein, and in no event shall the City be liable for any direct, indirect, consequential or incidental damages.

14. INSURANCE:

A. Contractor shall, at all times during the term hereof, maintain such insurance coverage(s) as may be required by the City. The insurance coverage(s) required as of the Effective Date of this Agreement are attached hereto as Exhibit "D" and incorporated herein by this reference. The City RFP number and title of the RFP must appear on each certificate of insurance. The Contractor shall add the City of Miami as an additional insured to its commercial

general liability, and auto liability policies, and as a named certificate holder on all policies. Contractor shall correct any insurance certificates as requested by the City's Risk Management Administrator. All such insurance, including renewals, shall be subject to the approval of the City for adequacy of protection and evidence of such coverage(s) and shall be furnished to the City Risk Management Administrator on Certificates of Insurance indicating such insurance to be in force and effect and any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided. Completed Certificates of Insurance shall be filed with the City prior to the performance of Services hereunder, provided, however, that Contractor shall at any time upon request file duplicate copies of the Certificate of Insurance with the City.

B. Contractor understands and agrees that any and all liabilities regarding the use of any of Contractor's employees or any of Contractor's subcontractors for Services related to this Agreement shall be borne solely by Contractor throughout the term of this Agreement and that this provision shall survive the termination of this Agreement. Contractor further understands and agrees that insurance for each employee of Contractor and each subcontractor providing Services related to this Agreement shall be maintained in good standing and approved by the City Risk Management Administrator throughout the duration of this Agreement.

C. Contractor shall be responsible for assuring that the insurance certificates required under this Agreement remain in full force and effect for the duration of this Agreement, including any extensions hereof. If insurance certificates are scheduled to expire during the term of this Agreement and any extension hereof, Contractor shall be responsible for submitting new or renewed insurance certificates to the City's Risk Management Administrator as soon as coverages are bound with the insurers. In the event that expired certificates are not replaced, with new or renewed certificates which cover the term of this Agreement and any extension thereof:

(i) the City shall suspend this Agreement until such time as the new or renewed certificate(s) are received in acceptable form by the City's Risk Management Administrator; or

(ii) the City may, at its sole discretion, terminate the Agreement for cause and seek re-procurement damages from Contractor in conjunction with the violation of the terms and conditions of this Agreement.

D. Compliance with the foregoing requirements shall not relieve Contractor of its liabilities and obligations under this Agreement.

E. Notwithstanding anything contained above or in Section 2.11 of the City of Miami RFP, City and Contractor agree to delete the following requirements listed under the header "BINDERS ARE UNACCEPTABLE" in Section 2.11 of the City of Miami RFP:

- I. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of contractor.
- II. Authorized to do business under the laws of the State of Florida.
- III. The minus symbol following the letter A in the rating.
- IV. Policies and/or
- V. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Additionally, City and Contractor agree to add the following underlined phrase to the sentence regarding insurance class:

- VI. The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, unless insured via self-insurance or captive insurance.

And Finally, City and Contractor agree to add the following sentence to the end of the Insurance section:

- VII. Contractor or its affiliates' use of self-insurance or captive insurance is deemed to satisfy all insurance requirements set forth under this entire Agreement.

15. **NONDISCRIMINATION:**

Contractor represents to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

16. **ASSIGNMENT:**

This Agreement shall not be assigned, sold, transferred, pledged or otherwise conveyed by Contractor, in whole or in part, and Contractor shall not assign any part of its operations, without the prior written consent of the City Manager, which may be withheld or conditioned, in the City's sole discretion through the City Manager.

17. **NOTICES:**

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on

the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

PST Services, Inc. a McKesson company
7955 NW 12th Street, Suite 100
Doral, Florida 33126
Mr. Mauricio Chavez
Specialty VP-EMS

TO THE CITY:

Daniel J. Alfonso
City Manager
444 SW 2nd Avenue, 10th Floor
Miami, FL 33130-1910

Annie Perez, CPPO
Procurement Director
444 SW 2nd Avenue, 6th Floor
Miami, FL 33130-1910

18. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Miami-Dade County, Florida. Each party shall bear its own attorney's fees. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably waive any rights to a jury trial.

B. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision,

paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then the same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

D. Contractor shall comply with all applicable laws, rules and regulations in the performance of this Agreement, including but not limited to licensure, and certifications required by law for professional service Contractors.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto. Except as otherwise set forth in Section 2 above, the City Manager shall have the sole authority to extend, amend, or modify this Agreement on behalf of the City.

19. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

20. **INDEPENDENT CONTRACTORS:** Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, neither Contractor, nor its employees, nor any subcontractor hired by Contractor to provide any Services under this Agreement shall attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, its employees, or any subcontractor hired by Contractor to provide any Services hereunder, and Contractor agrees to provide or to require subcontractor(s) to provide, as applicable, workers' compensation insurance for any employee or agent of Contractor rendering

Services to the City under this Agreement. Contractor further understands and agrees that Contractor's or subcontractors' use or entry upon City properties shall not in any way change its or their status as an independent contractor.

21. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, failure to allocate or appropriate funds, and/or change in applicable laws or regulations, upon thirty (30) days written notice.

22. **FORCE MAJEURE:** A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

23. **CITY NOT LIABLE FOR DELAYS:** Contractor hereby understands and agrees that in no event shall the City be liable for, or responsible to Contractor or any subcontractor, or to any other person, firm, or entity for or on account of, any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto, because of any injunction or other legal or equitable proceedings or on account of any delay(s) for any cause over which the City has no control.

24. **USE OF NAME:** Contractor understands and agrees that the City is not engaged in research for advertising, sales promotion, or other publicity purposes. Contractor is allowed, within the limited scope of normal and customary marketing and promotion of its work, to use the general results of this project and the name of the City. The Contractor agrees to protect any confidential information provided by the City and will not release information of a specific nature without prior written consent of the City Manager or the City Commission.

25. **NO CONFLICT OF INTEREST:** Pursuant to City of Miami Code Section 2-611, as amended ("City Code"), regarding conflicts of interest, Contractor hereby certifies to the City that no individual member of Contractor, no employee, and no subcontractor under this Agreement nor any immediate family member of any of the same is also a member of any board, commission, or agency of the City. Contractor hereby represents and warrants to the City that throughout the term of this Agreement, Contractor, its employees, and its subcontractors will abide by this prohibition of the City Code.

26. **NO THIRD-PARTY BENEFICIARY:** No persons other than the Contractor and the City (and their successors and assigns) shall have any rights whatsoever under this Agreement.

27. **SURVIVAL:** All obligations (including but not limited to indemnity and obligations to defend and hold harmless) and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

28. **TRUTH-IN-NEGOTIATION CERTIFICATION, REPRESENTATION AND WARRANTY:**

Contractor hereby certifies, represents and warrants to the City that on the date of Contractor's execution of this Agreement, and so long as this Agreement shall remain in full force and effect, the wage rates and other factual unit costs supporting the compensation to Contractor under this Agreement are and will continue to be accurate, complete, and current. Contractor understands, agrees and acknowledges that the City shall adjust the amount of the compensation and any additions thereto to exclude any significant sums by which the City determines the contract price of compensation hereunder was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year of the end of this Agreement, whether naturally expiring or earlier terminated pursuant to the provisions hereof.

29. **COUNTERPARTS:** This Agreement may be executed in three or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

30. **ENTIRE AGREEMENT:** This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

"City"

CITY OF MIAMI, a municipal corporation

ATTEST:


Todd B. Hannon, City Clerk

By:


Daniel J. Alfonso, City Manager

"Contractor"

PST Services, Inc., a McKesson company, a foreign profit corporation

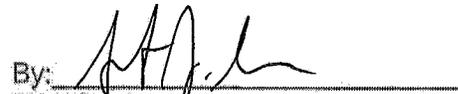
ATTEST:

Print Name: Melissa Wu

Title: Assistant Secretary

(Corporate Seal)

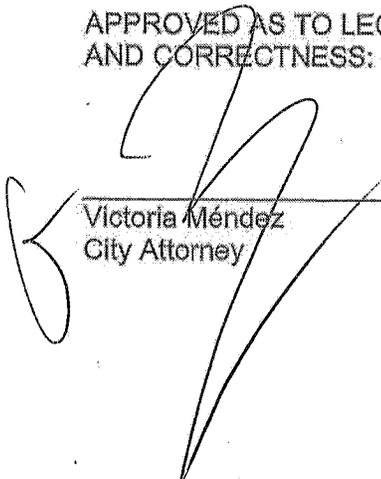
By:


Print Name: STEVEN J. SPOKANE

Title: VP, MARKETING & CUSTOMER RETENTION

(Authorized Corporate Officer)

APPROVED AS TO LEGAL FORM AND CORRECTNESS:


Victoria Méndez
City Attorney

RJR
16-730K
9/16/16

APPROVED AS TO INSURANCE REQUIREMENTS:


Ann-Marie Sharpe
Risk Management Director

**EXHIBIT 1
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("BA Agreement") is entered into by and between Contractor ("Business Associate") and City ("Covered Entity"). Business Associate and Covered Entity may be individually referred to as a "Party" and, collectively, the "Parties" in this BA Agreement. This BA Agreement shall be incorporated into and made part of the Underlying BA Agreement (as defined below).

STATEMENT OF PURPOSE

Pursuant to the Agreement, Business Associate provides services to Covered Entity and Covered Entity discloses certain information, including PHI (as defined below), to Business Associate. The purpose of this BA Agreement is to protect the privacy and provide for the security of such PHI in compliance with the Privacy Rule and Security Rule.

SECTION 1: DEFINITIONS

"**Electronic Protected Health Information**" or "**Electronic PHI**" will have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Covered Entity.

"**Privacy Rule**" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

"**Protected Health Information**" or "**PHI**" will have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

"**Security Rule**" will mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C

"**Underlying Agreement**" will mean the applicable written services agreement(s) between Covered Entity and Business Associate under which Covered Entity may disclose PHI to Business Associate.

Capitalized Terms. Capitalized terms used in this BA Agreement and not otherwise defined herein will have the meanings set forth in the Privacy Rule and the Security Rule which definitions are incorporated in this BA Agreement by reference.

SECTION 2: PERMITTED USES AND DISCLOSURES OF PHI

2.1 Uses and Disclosures of PHI Pursuant to the Underlying Agreement. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

2.2 Permitted Uses of PHI by Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

2.3 Permitted Disclosures of PHI by Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this BA Agreement), and that the person agrees to notify Business Associate of any instances in which it is aware that the confidentiality of the information has been breached.

2.4 Data Aggregation. Except as otherwise limited in this BA Agreement, Business Associate may use PHI to provide Data Aggregation services for the Health Care Operations of the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

2.5 De-identified Data. Business Associate may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data unless prohibited by applicable law.

SECTION 3: OBLIGATIONS OF BUSINESS ASSOCIATE

3.1 Appropriate Safeguards. Business Associate will use appropriate administrative, physical, and technical safeguards to comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this BA Agreement. Except as expressly provided in the Underlying Agreement or this BA Agreement, Business Associate will not assume any obligations of Covered Entity under the Privacy Rule. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. Business Associate will report to Covered Entity any use or disclosure of PHI not permitted under this BA Agreement, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, and in any event no more than fourteen (14) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate's notification to Covered Entity of a Breach will comply with the requirements set forth in 45 C.F.R. § 164.404.

3.3 Business Associate's Agents. Business Associate will enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are no less restrictive than those that apply through this BA Agreement to Business Associate with respect to such PHI.

3.4 Access to PHI. To the extent Business Associate agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set, Business Associate agrees to make such information available to Covered Entity pursuant to 45 C.F.R. § 164.524, within ten (10) business days of Business Associate's receipt of a written request from Covered Entity; provided, however, that Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity.

3.5 Amendment of PHI. To the extent Business Associate agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set, Business Associate agrees to make such information available to Covered Entity for amendment pursuant to 45 C.F.R. § 164.526 within ten (10) business days of Business Associate's receipt of a written request from Covered Entity.

3.6 Documentation of Disclosures. Business Associate will document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.7 Accounting of Disclosures. Business Associate will provide to Covered Entity, within twenty (20) business days of Business Associate's receipt of a written request from Covered Entity, information collected in accordance

with Section 3.6 of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 Governmental Access to Records. Business Associate will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining compliance with the Privacy Rule and the Security Rule.

3.9 Mitigation. To the extent practicable, Business Associate will cooperate with Covered Entity's efforts to mitigate a harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that is not permitted by this BA Agreement.

3.10 Minimum Necessary. Business Associate will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

SECTION 4: CHANGES TO PHI AUTHORIZATIONS

Covered Entity will notify Business Associate fifteen (15) days, if practicable, prior to the effective date of (1) any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, (2) any changes in, or revocation of, permission by an Individual to use or disclose PHI, or (3) any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522. Covered Entity will make such notification to the extent that such limitation, restriction, or change may affect Business Associate's use or disclosure of PHI.

SECTION 5: TERM AND TERMINATION

5.1 Term. The term of this BA Agreement will commence as of the Effective Date, and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

5.2 Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this BA Agreement, such Party may terminate this BA Agreement immediately if cure is not possible. Otherwise, the non-breaching party will provide written notice to the breaching Party detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such thirty (30) day cure period, the non-breaching Party may terminate this BA Agreement and the affected underlying product or service if the breaching party does not cure the breach or if cure is not possible.

5.3 Effect of Termination.

5.3.1 Except as provided in Section 5.3.2, upon termination of the Underlying Agreement or this BA Agreement for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, at Covered Entity's expense, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of Business Associate.

5.3.2 If it is infeasible for Business Associate to return or destroy the PHI upon termination of the Underlying Agreement or this BA Agreement, Business Associate will: (a) extend the protections of this BA Agreement to such PHI and (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3.3 The respective rights and obligations of Business Associate under Section 5.3 of this BA Agreement will survive the termination of this BA Agreement and the Underlying Agreement.

SECTION 6: COOPERATION IN INVESTIGATIONS

The Parties acknowledge that certain breaches or violations of this BA Agreement may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party will cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

SECTION 7: COMPLIANCE WITH LAW

Business Associate will comply with all applicable federal privacy and security laws governing PHI, as they may be amended from time to time.

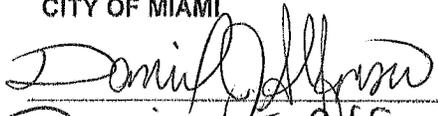
SECTION 8: AMENDMENT

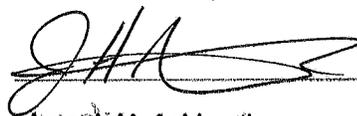
This BA Agreement may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. In addition, if any relevant provision of the Privacy Rule or the Security Rule is amended in a manner that changes the obligations of Business Associate or Covered Entity that are embodied in terms of this BA Agreement, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this BA Agreement to give effect to such revised obligations.

SECTION 9: GENERAL

This BA Agreement is governed by, and will be construed in accordance with, the laws of the State that govern the Underlying Agreement. Covered Entity will not assign this BA Agreement without the prior written consent of Business Associate, which will not be unreasonably withheld. All notices relating to the Parties' legal rights and remedies under this BA Agreement will be provided in writing to a Party, will be sent to its address set forth in the Underlying Agreement, or to such other address as may be designated by that Party by notice to the sending Party, and will reference this BA Agreement. Nothing in this BA Agreement will confer any right, remedy, or obligation upon anyone other than Covered Entity and Business Associate.

IN WITNESS WHEREOF, and in agreement hereto, the parties have executed this Amendment on the dates set forth below.

CITY OF MIAMI
By: 
Printed Name: Daniel J. Alfonso
Title: City Manager
Date: 9/19/2016

PST SERVICES, INC.
By: 
Printed Name: Joseph H. Ashkouli
Title: Assistant General Counsel
Date: 7/12/16

Approved
By
Legal

EXHIBIT A
RFP No. 547382



City of Miami

Request for Proposals (RFP)

Purchasing Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: <http://ci.miami.fl.us/procurement>

RFP Number:	547382
Title:	RFP for Emergency Medical Transport Billing and Collection Services
Issue Date/Time:	19-APR-2016
RFP Closing Date/Time:	18-MAY-2016 @ 14:00:00
Pre-Bid Conference:	None
Pre-Bid Date/Time:	
Pre-Bid Location:	
Deadline for Request for Clarification:	Friday, May 06, 2016 @ 5:00PM
Buyer:	Bethel, Pearl
Hard Copy Submittal Location:	City of Miami - City Clerk 3500 Pan American Drive Miami FL 33133 US
Buyer E-Mail Address:	PBethel@miamigov.com
Buyer Facsimile:	(305)400-5340

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

SUPPLIER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ BEEPER: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS BID.

Certifications

Legal Name of Firm:

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Year Established:

Office Location: City of Miami, Miami-Dade County, or Other

Business Tax Receipt Number:

Business Tax Receipt Issuing Agency:

Business Tax Receipt Expiration Date:

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/07). If no addendum/addenda was/were issued, please insert N/A.

If Proposer has a Local Office, as defined under Chapter 18/Article III, Section 18-73 of the City Code, has Proposer filled out, notarized, and included with its RFP response the "City of Miami Local Office Certification" form? YES OR NO? (The City of Miami Local Office Certification form is located in the Oracle Sourcing system ("iSupplier"), under the Header/Notes and Attachments Section of this solicitation)

Has Proposer reviewed the attached Sample Professional Services Agreement?

Does the Proposer acknowledge that the Attached Professional Services Agreement is an example of the standard Agreement used in conjunction with the Services related to this solicitation and shall not be amended?

Line: 1

Description: Proposers are not required to enter a unit price on this line. Proposers shall submit their proposed prices on Appendix B-1, Fee Schedule, located under the Header/Notes and Attachments section of this solicitation in the Oracle/iSupplier Sourcing System.

Category: 94610-00
Unit of Measure: Dollar

Unit Price: \$ _____

Number of Units: 1

Total: \$ _____

Table of Contents

Terms and Conditions.....	6
1. General Conditions	6
1.1. GENERAL TERMS AND CONDITIONS	6
2. Special Conditions	26
2.1. PURPOSE	26
2.2. INTRODUCTION	26
2.3. PRE-PROPOSAL CONFERENCE	26
2.4. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION	26
2.5. TERM OF CONTRACT	26
2.6. CONDITIONS FOR RENEWAL	26
2.7. NON-APPROPRIATION OF FUNDS	27
2.8. PROPOSER'S MINIMUM QUALIFICATIONS	27
2.9. EXECUTION OF AN AGREEMENT	27
2.10. FAILURE TO PERFORM	28
2.11. INSURANCE REQUIREMENTS	28
2.12. CONTRACT ADMINISTRATOR	29
2.13. SUBCONTRACTOR(S) OR SUBCONSULTANT(S)	29
2.14. TERMINATION	29
2.15. ADDITIONAL TERMS AND CONDITIONS	30
2.16. PRIMARY CLIENT (PRIORITY)	30
2.17. CHANGES/ALTERATIONS	30
2.18. INVOICING	30
2.19. METHOD OF PAYMENT	31
2.20. SERVICE FEES	31
2.21. EVALUATION/SELECTION PROCESS AND CONTRACT AWARD	31
2.22. ADDITIONAL SERVICES	32
2.23. RECORDS	32
2.24. TRUTH IN NEGOTIATION CERTIFICATE	32
3. Specifications	33
3.1. SPECIFICATIONS/SCOPE OF WORK	33
4. Submission Requirements	44
4.1. SUBMISSION REQUIREMENTS	44
5. Evaluation Criteria	48
5.1. EVALUATION CRITERIA	48

Terms and Conditions

1. General Conditions

1.1. GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A formal solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1. ACCEPTANCE OF GOODS OR EQUIPMENT - Any good(s) or equipment delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

1.2. ACCEPTANCE OF OFFER - The signed or electronic submission of your solicitation response shall be considered an offer on the part of the bidder/proposer; such offer shall be deemed accepted upon issuance by the City of a purchase order.

1.3. ACCEPTANCE/REJECTION - The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Purchasing shall notify all affected bidders/proposers and make available a written explanation for the rejection. The City also reserves the right to reject the response of any bidder/proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this formal solicitation. The City further reserves the right to waive any irregularities or minor informalities or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA - It is the bidder's/proposer's responsibility to ensure receipt of all Addenda. Addenda are available at the City's website at: <http://www.ci.miami.fl.us/procurement>

1.5. ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

1.6. ASSIGNMENT - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without City of Miami's prior written consent.

1.7. ATTORNEY'S FEES - In connection with any litigation, mediation and arbitration arising out of this Contract, each party shall bear their own attorney's fees through and including appellate litigation and any post-judgment proceedings.

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Proposer shall maintain and retain any and all of

the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

1.9. AVAILABILITY OF CONTRACT STATE-WIDE - Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

Each Governmental, not-for-profit or quasi-governmental entity which uses this formal solicitation and resulting bid contract or agreement will establish its own contract/agreement, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the successful bidder(s)/proposer(s).

1.10. AWARD OF CONTRACT:

A. The Formal Solicitation, Bidder's/Proposer's response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract/agreement, amendment or addenda.

B. The award of a contract where there are Tie Bids will be decided by the Director of Purchasing or designee in the instance that Tie Bids can't be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.

C. The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder/Proposer is in default of these contractual requirements, the City, through action taken by the Purchasing Department, will void its acceptance of the Bidder's/Proposer's Response and may accept the Response from the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's/Proposer's default.

D. The term of the contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. These documents may either be a purchase order, notice of award and/or contract award sheet.

E. The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.

F. Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

G. The City reserves the right to award the contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the City unless otherwise specified.

H. A Contract/Agreement may be awarded to the Bidder/Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLJ, the City reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in the

City's best interests. Such agreement will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

1.11. BID BOND/ BID SECURITY - A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all bidders/proposers, if so indicated under the Special Conditions. This check or bond guarantees that a bidder/proposer will accept the order or contract/agreement, as bid/proposed, if it is awarded to bidder/proposer. Bidder/Proposer shall forfeit bid deposit to the City should City award contract/agreement to Bidder/Proposer and Bidder/Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unsuccessful bidders/proposers within ten (10) days after the award and successful bidder's/proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all bid deposits will be returned on demand.

1.12. RESPONSE FORM (HARDCOPY FORMAT) - All forms should be completed, signed and submitted accordingly.

1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES - Failure to execute an Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or all responses may be rejected.

1.14. BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or bidder/proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidders/Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

1.15. CANCELLATION - The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of bid/proposal cancellation, the Director of Purchasing shall notify all prospective bidders/proposers and make available a written explanation for the cancellation.

1.16. CAPITAL EXPENDITURES - Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

1.17. CITY NOT LIABLE FOR DELAYS - It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Bidder/Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

1.18. COLLUSION - Bidder/Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response

for the same items/services or with the City of Miami's Purchasing Department or Initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred and the City reserves the right to reject any and all bids/responses where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

- A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
- B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C. The State of Florida Statutes, Section 287.133(3) (A) on Public Entity Crimes.
- D. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E. Uniform Commercial Code (Florida Statutes, Chapter 672).
- F. Americans with Disabilities Act of 1990, as amended.
- G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I. City Procurement Ordinance City Code Section 18, Article III.
- J. Conflict of Interest, City Code Section 2-611;61.
- K. Cone of Silence, City Code Section 18-74.
- L. The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and public works or improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

oral communications with the City purchasing staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, RFLI or IFB (bid) documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22. CONFLICT OF INTEREST - Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in your firm.

A. Bidder/Proposer further agrees not to use or attempt to use any knowledge, property or resource which may be within his/her/its trust, or perform his/her/its duties, to secure a special privilege, benefit, or exemption for himself/herself/itself, or others. Bidder/Proposer may not disclose or use information not available to members of the general public and gained by reason of his/her/its position, except for information relating exclusively to governmental practices, for his/her/its personal gain or benefit or for the personal gain or benefit of any other person or business entity.

B. Bidder/Proposer hereby acknowledges that he/she/it has not contracted or transacted any business with the City or any person or agency acting for the City, and has not appeared in representation of any third party before any board, commission or agency of the City within the past two years. Bidder/Proposer further warrants that he/she/it is not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any city employee; or (iv) any member of any board or agency of the City.

C. A violation of this section may subject the Bidder/Proposer to immediate termination of any professional services agreement with the City, imposition of the maximum fine and/or any penalties allowed by law.

Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

1.23. COPYRIGHT OR PATENT RIGHTS - Bidders/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal solicitation, and bidders/proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24. COST INCURRED BY BIDDER/PROPOSER - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

- (1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.
- (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
- (3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.
- (4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of nonresponsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
- (5) Debarment or suspension of the Contractual Party by any federal, state or other governmental entity.
- (6) False certification pursuant to paragraph (c) below.
- (7) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.
- (8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.
- (9) Any other cause judged by the City Manager to be so serious and compelling as to affect the

responsibility of the Contractual Party performing city Contracts.

(c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

(d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26. DEBARRED/SUSPENDED VENDORS - An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.27. DEFAULT/FAILURE TO PERFORM - The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder/Proposer to meet any terms of this agreement, the City will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- B. Failure to begin the work under this Contract within the time specified.
- C. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.
- E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.
- F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

1.28. DETERMINATION OF RESPONSIVENESS - Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A "responsive" response is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure

to comply with these requirements may deem a Response non-responsive.

A. Responsible Bidder shall mean a bidder/proposer who has submitted a bid/proposal and who has the capability, as determined under the City Procurement Ordinance, in all respects to fully perform the contract requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT - Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission. Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the City.

1.30. DISCREPANCIES, ERRORS, AND OMISSIONS - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

A. Order of Precedence - Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

- 1) Addenda (as applicable)
- 2) Specifications
- 3) Special Conditions
- 4) General Terms and Conditions

1.31. EMERGENCY / DISASTER PERFORMANCE - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

1.32. ENTIRE BID CONTRACT OR AGREEMENT - The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

1.33. ESTIMATED QUANTITIES - Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES

A. Rejection of Responses

The City may reject a Response for any of the following reasons:

- 1) Bidder/Proposer fails to acknowledge receipt of addenda;
- 2) Bidder/Proposer misstates or conceals any material fact in the Response ;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,
- 6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

- 1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
- 2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS -

Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

1.36. F.O.B. DESTINATION - Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder/proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

1.37. FIRM PRICES - The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed

or supplied over a period of time.

1.38. FLORIDA MINIMUM WAGE - The Constitution of the State of Florida, Article X, Section 24, states that employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the contractor's and its' subcontractor(s) responsibility to understand and comply with this Florida constitutional minimum wage requirement and pay its employees the current established hourly minimum wage rate, which is subject to change or adjusted by the rate of inflation using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

At the time of responding, it is bidder/proposer and his/her subcontractor(s), if applicable, full responsibility to determine whether any of its employees may be impacted by this Florida Law at any given point in time during the term of the contract. If impacted, bidder/proposer must furnish employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of submitting a response constitute successful bidder's/proposer's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of contract and waiver of any contractual price increase request(s). The City reserves the right to request and successful bidder/proposer must provide for any and all information to make a wage and contractual price increase(s) determination.

1.39. GOVERNING LAW AND VENUE - The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida. In any action or proceeding each party shall bear their own respective attorney's fees.

1.40. HEADINGS AND TERMS - The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

- A. Use of information only for performing services required by the contract or as required by law;
 - B. Use of appropriate safeguards to prevent non-permitted disclosures;
 - C. Reporting to the City of Miami of any non-permitted use or disclosure;
 - D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
 - E. Making Protected Health Information (PHI) available to the customer;
 - F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
 - G. Making PHI available to the City of Miami for an accounting of disclosures; and
 - H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.
- PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information

practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.42 INDEMNIFICATION - Contractor shall indemnify, hold harmless and defend the City, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the City, its officials and/or employees were negligent. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statutes, as amended from time to time as applicable.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the City.

The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

1.43. FORMATION AND DESCRIPTIVE LITERATURE - Bidders/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

1.44. INSPECTIONS - The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

1.45. INSPECTION OF RESPONSE - Responses received by the City pursuant to a Formal Solicitation will not be made available until such time as the City provides notice of a decision or intended decision or within 30 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City's Web Site following recommendation for award.

1.46. INSURANCE - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

The Bidder/Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Bidder/Proposer.

1.47. INVOICES - Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.48. LOCAL PREFERENCE

A. City Code Section 18-85, states, "when a responsive, responsible non-local bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local bidder, then that non-local bidder and each of the aforementioned responsive, responsible local bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local bidder. Contract award shall be made to the lowest responsive, responsible bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local bidder and a non-local bidder, contract award shall be made to the local bidder."

B. City Code Section 18-86, states, "the RFP, RFLI or RFQ, as applicable, may, in the exercise of the reasonable professional discretion of the City Manager, director of the using agency, and the Chief Procurement Officer, include a five (5%) percent evaluation criterion in favor of proposers who maintain a local office, as defined in Section 18-73. In such cases, this five (5%) percent evaluation criterion in favor of proposers who maintain a local office will be specifically defined in the RFP, RFLI or RFQ, as applicable; otherwise, it will not apply."

1.49. MANUFACTURER'S CERTIFICATION - The City reserves the right to request from bidders/proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the bidder/proposer must bear full liability.

1.50. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Purchasing of the City of Miami, Florida through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

1.51. NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

1.52. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Bidder's/Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in bidder/proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

1.53. NONDISCRIMINATION - Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.54. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful bidder(s)/proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

1.55. OCCUPATIONAL LICENSE - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Bidder/Proposer to supply the license to the City during the evaluation period, but prior to award.

1.56. ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation.

1.57. OWNERSHIP OF DOCUMENTS - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Bidder/Proposer pursuant to this

formal solicitation shall at all times remain the property of the City and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of the City.

1.58. PARTIAL INVALIDITY - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.59. PERFORMANCE/PAYMENT BOND - A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

1.60. PREPARATION OF RESPONSES (HARDCOPY FORMAT) - Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder's/Proposer's risk.

A. Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.

B. If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder/Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

C. The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

D. The Bidder/Proposer should retain a copy of all response documents for future reference.

E. All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F. Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Bidder's/Proposer's response may be included as part of the contract, at the City's discretion.

G. The City of Miami's Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. **IF SUBMITTING HARDCOPY FORMAT, THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS, UNLESS OTHERWISE SPECIFIED, AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY OR YOUR RESPONSE MAY BE DEEMED NON-RESPONSIVE.**

1.61. PRICE ADJUSTMENTS - Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.62. PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer's product

becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.63. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS -

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.64. PROMPT PAYMENT - Bidders/Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Bidders/Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder/Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Bidder/Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders/proposers during the term of the contract.

1.65. PROPERTY - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.66. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.67. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.68. PUBLIC RECORDS - Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes,

and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records". Contractor's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

1.69. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.70. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.71. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.72. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

(a) Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the Contractual Party and the city which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

(b) Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission or the City Manager which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

1.73. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 18-104)

(a) Right to protest. The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.

Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

1. Protest of Solicitation.

i. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a Contract may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the Request for Proposals, Request for Qualifications or Request for Letters of Interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or

ii. Any prospective bidder who intends to contest the Solicitation Specifications or a solicitation may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement

Officer within three days after the solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

2. Protest of Award.

i. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the proposer of the notice of the City Manager's recommendation for award of Contract, which will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or

ii. Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended bidder may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the bidder of the notice of the city's determination of non responsiveness or non responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

iii. A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) days after the date the notice of protest was filed. A written protest is considered filed when received by the Chief Procurement Officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Chief Procurement Officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so-computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

(b) Authority to resolve protests. The Chief Procurement Officer shall have the authority, subject to the approval of the City Manager and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than \$25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the City Manager.

(c) Compliance with filing requirements. Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required Filing Fee as provided in subsection (f), with the Chief Procurement Officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a

protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section

(d) Stay of Procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the Contract until the protest is resolved by the Chief Procurement Officer or the City Commission as provided in subsection (b) above, unless the City Manager makes a written determination that the solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(e) Costs. All costs accruing from a protest shall be assumed by the protestor.

(f) Filing Fee. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the Bid or proposed Contract, or \$5000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Chief Procurement Officer and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above.

1.74. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, bidder(s)/proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.75. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.76. SERVICE AND WARRANTY - When specified, the bidder/proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.77. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services is to be first quality.

All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the bidder/proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid/proposal.

1.78. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted electronically via the Oracle System or responses may be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the IFB, RFP, RFQ, or RFLI. NO EXCEPTIONS. Bidders/Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

A. Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Bidder/Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B. Facsimile responses will not be considered.

C. Failure to follow these procedures is cause for rejection of bid/proposal.

D. The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Bidder/Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.

E. Late responses will be rejected.

F. All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G. Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H. If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.79. TAXES - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Bidder/Proposer.

1.80. TERMINATION -The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A. The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B. The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

C. Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.81. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.82. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.83. TITLE - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.84. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE- All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

1.85. UNAUTHORIZED WORK OR DELIVERY OF GOODS- Neither the qualified Bidder(s)/Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.86. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1.87. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, bidders/proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.

2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for Emergency Medical Service (EMS) Transport Billing, Third Party Billing Services and Reporting, as specified herein, from a source(s), fully compliant with the terms, conditions and stipulations of the solicitation.

2.2. INTRODUCTION

The City of Miami Fire Rescue Department is soliciting proposals from experienced and qualified proposers for the purpose of providing accurate and reliable EMS Transportation Billing and Collection Services.

2.3. PRE-PROPOSAL CONFERENCE

None

2.4. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted by email or facsimile to the Procurement Department, Attn: Pearl Bethel, CPPB; fax: (305) 400-5340 or email: pbethel@miamigov.com, and a copy filed with the Office of the City Clerk, pursuant to Section 1.34, **Cone of Silence**. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than Friday, May 06, 2016 @ 5:00PM. All responses to questions will be sent to all prospective bidders/proposers in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.5. TERM OF CONTRACT

The Proposer(s) qualified to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a contract ("Contract") with the City, which shall include, but not be limited to, the following terms:

- (1) The term of the Contract(s) shall be for three (3) years with an option to renew for two (2) additional two (2) years periods.
- (2) The City shall have the option to extend or terminate the Contract.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the Proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.6. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds

2.7. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the Successful Proposer or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any project(s) will be awarded to any firm(s).

2.8. PROPOSER'S MINIMUM QUALIFICATIONS

In order to provide accurate and reliable EMS transportation billing and collection services, the City is seeking a qualified and experienced Proposer who shall provide quality service. Proposals will be considered only from firms that are regularly engaged in the business of providing EMS transportation billing and collection services as described herein, and who can meet and exceed the minimum qualifications as established below:

Proposers shall satisfy each of the following requirements cited below. **Failure to do so will result in the Proposal being deemed non-responsive.**

The Successful Proposer shall:

- a) Provide a full-time Project Manager and/or team member(s), assigned to the City's contract for EMS transportation billing and collection services.
- b) Have a record of performance of no less than five (5) consecutive years, operating under the same name, and providing EMS transportation billing and collection services for a governmental entity, quasi-governmental entity, or not-for-profit entity of similar size.
- c) Possess adequate resources and personnel available for committing to a contract for the provision of the EMS transportation billing and collection services.
- d) Have never filed for bankruptcy, be in sound financial condition, have no record of pending lawsuits or criminal activities, and shall not have conflicts of interest which may be of embarrassment to the City.

2.9. EXECUTION OF AN AGREEMENT

The Successful Proposer evaluated and ranked in accordance with the requirements of this Solicitation, shall be awarded an opportunity to negotiate a Professional Services Agreement (Agreement) with the City. The City reserves the right to execute or not execute, as applicable an Agreement with the Successful Proposer in substantially the same form as the draft Agreement included as part of this solicitation. Such Agreement will be furnished by the City, will contain certain terms as are in the City's best interest, and will be subject to approval as to legal form by the City Attorney.

2.10. FAILURE TO PERFORM

Should it not be possible to reach the Successful Proposer or Project Manager and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare the Successful Proposer in default of the contract or make appropriate reductions in the contract payment.

2.11. INSURANCE REQUIREMENTS

INDEMNIFICATION

Successful proposer shall pay on behalf of, indemnify and save City and its officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of Successful Proposer's performance under the provisions of the contract, including all acts or omissions to act on the part of Successful Proposer, including any person performing under this Contract for or on Successful Proposer's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the City and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the City, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

The Successful Proposer shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

(1) Worker's Compensation

A. Limits of Liability - Statutory - State of Florida

(2) Commercial General Liability (Primary and Non-Contributory):

A. Limits of Liability

Bodily Injury and Property Damage Liability - Each Occurrence: \$1,000,000

General Aggregate Limit: \$2,000,000

Personal and Adv. Injury, Products and Completed Operations and Fire Damage: \$1,000,000.

B. Endorsements Required:

City of Miami included as an Additional Insured. Employees included as insured. Contractual Liability.

(3) Business Automobile Liability

A. Limits of Liability

Bodily injury and property damage liability combined single limits. Any Auto, including hired, borrowed or owned, or non-owned autos used in connection with the work - \$1,000,000

B. Endorsements Required:

City of Miami included as an Additional Insured

BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength,

by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY REQUEST FOR PROPOSAL NUMBER AND/OR TITLE OF REQUEST FOR PROPOSAL MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

--If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

(4) Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Request for Proposal.

(5) The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the General and Special Terms and Conditions of the Request for Proposal.

The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

2.12. CONTRACT ADMINISTRATOR

Upon award, Successful Proposer shall report and work directly with Chief Terrence Davis, who shall be designated as the Contract Administrator for the City.

2.13. SUBCONTRACTOR(S) OR SUBCONSULTANT(S)

Subcontractors or Subconsultants will not be allowed under this contract.

2.14. TERMINATION

A. FOR DEFAULT

The City reserves the right to terminate this contract upon ten (10) days written notice of default, in part or in whole, or place the Successful Proposer on probation in the event that the Successful Proposer fails to perform in accordance with the terms and conditions contained herein. This may be done by the City without recourse or penalty to the City. The City further reserves the right to suspend or debar the Successful Proposer in accordance with the appropriate City ordinances, resolutions and/or administrative/Implementing orders. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the Successful Proposer.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for convenience by the City of Miami the Successful Proposer will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.15. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Proposer's authorized signature affixed to the Proposer's acknowledgment form attests to this. If a Professional Services Agreement (PSA) or other Agreement is provided by the City and is expressly included as part of this solicitation, no additional terms or conditions which materially or substantially vary, modify or alter the terms or conditions of the PSA or Agreement, in the sole opinion and reasonable discretion of the City will be considered. Any and all such additional terms and conditions shall have no force or effect and are inapplicable to this PSA or Agreement.

2.16. PRIMARY CLIENT (PRIORITY)

The Successful Proposer agrees upon award of this contract that the City of Miami shall be its primary client and shall be serviced first during a schedule conflict arising between this contract and any other contract Successful Proposer may have with any other cities and/or counties to perform similar services as a result of any catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency impacting various areas during or approximately the same time.

2.17. CHANGES/ALTERATIONS

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the proposal deadline.

2.18. INVOICING

The City's Finance Department requires that original invoices be forwarded to a prescribed address as denoted in every Purchase order. However, Successful Proposer shall forward a hardcopy of any original invoice to the City Project Manager.

Invoice must have the following information as a minimum:

Description of service;

Unit and total cost;
Purchase Order Number
Invoice number; and
Time period of service.

2.19. METHOD OF PAYMENT

Full payment will be made upon receipt and acceptance of a complete unit(s). No down or partial down payments will be made.

2.20. SERVICE FEES

Each Proposer shall detail any and all fees and costs to provide the required services as detailed in Section III, Scope of Services herein, on Appendix B, Fee Schedule. The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured, the City shall ask the Successful Proposer to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

Failure to submit compensation proposal as required shall disqualify Proposer from consideration.

2.21. EVALUATION/SELECTION PROCESS AND CONTRACT AWARD

The procedure for response evaluation, selection and award is as follows:

- (1) Solicitation issued;
- (2) Receipt of responses;
- (3) Opening and listing of all responses received;
- (4) Procurement staff will review each submission for compliance with the submission requirements of the solicitation, including verifying that each submission includes all documents required;
- (5) An Evaluation Committee ("Committee"), appointed by the City Manager, comprised of appropriate City Staff and members of the community, as deemed necessary, with the appropriate technical expertise and/or knowledge, shall meet to evaluate each response in accordance with the requirements of this solicitation and based upon the evaluation criteria as specified herein;
- (6) The Committee reserves the right, in its sole discretion, to request Proposers to make oral presentations before the Committee as part of the evaluation process. The presentation may be scheduled at the convenience of the Committee and shall be recorded;
- (7) The Committee reserves the right to rank the proposals and shall make its recommendation to the City Manager requesting the authorization to negotiate. No Proposer(s) shall have any rights against the City arising from such negotiations thereof;
- (8) The City Manager reserves the right to reject the Committee's recommendation to negotiate, and instruct the Committee to re-evaluate and make another recommendation, or reject all proposals. No Proposer(s) shall have any rights against the City arising from such termination thereof;
- (9) If the City Manager accepts the Committee's recommendation to negotiate, Procurement will negotiate a final

contract with the Successful Proposer, and submit a recommendation to award a contract (s) to the City Manager;

(10) The City Manager shall then submit his or her award recommendation and negotiated contract (s) to the City Commission for approval. Written notice shall be provided to all proposers.

(11) If the City Manager accepts the award recommendation, the City Manager's recommendation for award of contract will be posted on the City of Miami Procurement Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of "Award To" fields. If "various" is indicated in the Recommendation of "Award To" field, the Proposer must contact the Contracting Officer for that solicitation to obtain the suppliers names.

(12) After reviewing the City Manager's recommendation, the City Commission may:

1. Approve the City Manager's award recommendation and negotiated contract(s);
2. Reject all proposals;
3. Reject all proposals and instruct the City Manager to reissue a solicitation; or
4. Reject all proposals and instruct the City Manager to enter into competitive negotiations with at least three individuals or firms possessing the ability to perform such services and obtain information from said individuals or firms relating to experience, qualifications and the proposed cost or fee for said services, and make a recommendation to the City Commission.

The decision of the City Commission shall be final. Written notice of the award shall be given to the Successful Proposer.

2.22. ADDITIONAL SERVICES

Services not specifically identified in this request may be added to any resultant contract upon successful negotiation and mutual consent of the contracting parties.

2.23. RECORDS

During the contract period, and for a least five (5) subsequent years thereafter, Successful Proposer shall provide City access to all files and records maintained on the City's behalf.

2.24. TRUTH IN NEGOTIATION CERTIFICATE

Execution of the resulting agreement by the Successful Proposer shall act as the execution of truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the resulting Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

1. Purpose

The City of Miami Fire Rescue Department (The Department) is seeking proposals from qualified firms possessing strong qualifications and expertise to provide comprehensive EMS Transport Billing, Third Party Billing Services and Reporting. The Successful Proposer shall also demonstrate their expertise in the area of Medicare and Medicaid billing, and propose to perform the work at a reasonable cost.

2. History and Background:

The Department provides Fire Suppression and EMS for the residents and visitors to the City of Miami. The Department serves a population of roughly 400,000 residents covering an area of 35 square miles. The Department primarily transports Advance Life Support (ALS) and Basic Life Support (BLS) patients from within the limits of the City of Miami. The Department operates a fleet of emergency vehicles which includes 24 ALS Rescues, 2 ALS Engines, and 15 BLS Fire suppression apparatus. In Fiscal Year 2014, the Department responded to approximately 98,262 EMS related calls and transported approximately 40,624 patients to area hospitals. The Departments personnel attempt to obtain accurate billing and patient information at the time services are rendered; however, because of the emergency nature of the business, this is not always possible. The Department will attempt to provide the Successful Proposer with accurate billing information, but it will ultimately be the responsibility of the Successful Proposer to obtain accurate patient and insurance information.

When a patient is transported by the Department, they are billed at one of four levels of service, in addition to other miscellaneous charges. The current rates for transport are listed below:

Basic Life Support (BLS)	\$800.00
Advanced Life Support (ALS)	\$800.00
Advanced Life Support 2 (ALS2)	\$900.00
Specialty Care Transport	\$900.00
Mileage	\$15.00 per load mile

The Department currently contracts with McKesson Cooperation for comprehensive billing and collections services. This contract began on September 20, 2005 and is currently in an extension period until September 19, 2016, or at the award of this contract.

The Successful Proposer shall provide and perform all the necessary tasks associated with comprehensive billing and reporting services for all billable emergency services, transports, and false alarms provided by the Department. In addition, the Successful Proposer shall function as an independent entity. Rate charges for all services rendered by the Department for responses and transports shall be those rates adopted by the City Commission, and the Department may modify the rates at any time upon written notification to the Selected Proposer. All policy decisions will be made by the Department and administered by the Successful Proposer.

3. Transition

The Successful Proposer shall have sixty (60) days from award of the contract to transition the services from the incumbent vendor to the Selected Proposer's system. The Department will coordinate the Successful Proposer's activities with the incumbent vendor to ensure an orderly transition. Moreover, a seamless data conversion must occur with incumbent vendor. During the "transitional period" the Successful Proposer shall maintain "current existing performance levels" with regard to billing and collections. A 2% or less margin of deviation will be considered acceptable.

The Successful Proposer will not receive compensation during this transitional period and shall be limited to the fees provided in the Price Schedule. The Successful Proposer, in carrying out the above, will be expected to cooperate with the Department and other City agencies in determining the training, forms, requirements, necessary files and other materials and services required to initiate and maintain these operations.

4. Services to be Provided

Successful Proposer shall:

- a) Have the ability to accept data from the Department or its electronic Patient Care Reporting system (ePCR) provider and accurately process billings;
- b) Retrieve all data from incumbent billing provider and download into Successful Proposer's database;
- c) Have the ability to access and resume service on previously billed accounts; and
- d) Have the ability to produce required reports including but not limited to financial and management reports.

In addition to the above, the Successful Proposer shall:

- a) Clearly demonstrate the ability to delineate and operate a fail-safe Data Recovery Project Plan and System should a disaster or unanticipated down time occur;
- b) Provide a thorough description of the technology that will be utilized (i.e., hardware, software, database, security and network infrastructure).
- c) Demonstrate and describe its plan for achieving compliance with the Transaction and Code Set, Security and Privacy regulations under the Health Insurance Portability and Accountability Act of 1996 (HIPPA); and
- d) Demonstrate established relationships with insurance providers to ensure a timely collection of relevant insurance information.

5. Billing Services

The Successful Proposer shall employ, maintain and assign an adequate number of competent and qualified professionals, as deemed necessary by the Department to meet the performance requirements. The Successful Proposer shall take the necessary steps in terms of billing patients, following-up with patients via mail, phone, or other available communications means, to maintain the same, or higher collection levels as the incumbent vendor during calendar year 2014/2015. The Selected Proposer shall transfer any uncollectible accounts to the Department at the request of the Department.

Pursuant to the Scope of Services, the Successful Proposer shall perform all services and/or work necessary to complete the following tasks and/or provide the following items:

Request for Proposals (RFP) 547382

a) Electronic Receipts of Billing Information from Department:

The Successful Proposer shall have the capability to receive all billing information from the Department and/or its ePCR provider in a standard electronic format.

b) Electronic Claims Submission:

The Successful Proposer shall provide the capability to transmit/submit claims electronically to Medicare, Medicaid, and commercial insurance carriers.

c) Patient Information:

The Successful Proposer shall take action to obtain any necessary information which may not be in the initial account file. The Successful Proposer shall enter into a business associate agreement with area hospitals to obtain patient information in accordance with Health Insurance Portability & Accountability Act (HIPAA).

d) Insurance Reviews:

The Successful Proposer shall perform all necessary insurance follow-ups to assure maximum collection on claims.

e) Medicare/Medicaid:

The Successful Proposer shall comply with all Medicare, Medicaid, and HIPAA rules and regulations. The Successful Proposer shall enter into a business associate agreement with the Department. This shall include keeping abreast of all Medicare, Medicaid, insurance, and other health care issues which may impact payments to the Department for emergency transports. The Successful Proposer shall review each Patient Care Report (PCR) narrative to make a level of service determination based on Medicaid guidelines, prior to releasing claims to Medicaid.

f) Crossover Eligibility:

The Successful Proposer is responsible for identifying and securing payments due to crossover eligibility, co-insurance, deductibles, etc.

g) Timely Billings:

The Successful Proposer shall be expected to bill emergency transport patients and/or file patient insurance within 30 days upon receiving transport information from the Department. In the event the information is unattainable, the Department expects a CLAIM to be filed as soon as the information required is obtained, and in all cases an invoice be sent to patients with valid addresses. A sample of the billings/invoice shall be included in the proposal.

h) Follow-up Billings and Procedures:

The Successful Proposer shall have a detailed plan and procedure for claim follow-up to assure maximum collection. The Successful Proposer shall be expected to re-bill emergency transport patients and/or patients' insurance claims on unpaid balances. This invoice shall reflect detail account activity, including but not limited to, the Department patient account number, original billing amount, detail payment information, and account balance. A sample of the rebill/invoice shall be included in the proposal.

i) Current Database:

The Successful Proposer shall be able to merge current open accounts from the Department or its ePCR provider and current provider billing system. In addition, the Successful Proposer shall grant access to authorized Department employees to the Successful Proposer's billing database, including the ability to search for patient information by one or more of the following fields: patient name, date of service, Successful Proposer patient account number, or Department patient account number. Department employees will also be granted access to print patient account statements, similar to those requested by and mailed to the patient by the Successful Proposer.

j) Refunds:

The Successful Proposer shall establish a systematic plan for determining overpayments and assuring refunds to patients or third party payers are processed within three (3) months from the date when the account goes into overpayment/credit balance status. A copy of this plan shall be included in the proposal.

k) **Patient Account Numbering System:**

All patient account numbers must be cross-referenced with the Department incident number. The Department incident number is in a calendar year-number format and will be sent to the Successful Proposer as a two-digit year, a five digit incident number. For example, an incident number for three patients on one call, will be forwarded to the Successful Proposer as Department patient account number 14-00001 representing patient one, account 14-00002 representing patient two, and account number 14-00003 representing patient three. Regardless of the patient account numbering system used by the Successful Proposer, the Successful Proposer shall provide the Department patient account number on all billings and patient correspondence including, but not limited to, the patient account statement and all monthly reports. Additionally, the Successful Proposer shall provide the Department access to the Successful Proposer's database with the ability to search for patient information by one or more of the following fields: patient name, date of service, Successful Proposer patient account number, or Department patient account number.

l) **Probate Claims:**

The Successful Proposer shall be responsible for filing probate claims, when applicable, on behalf of the Department. All requests for Satisfaction of Claims shall be forwarded to the Department for approval and signature.

6. Personal Injury Protection (PIP) Claims Review

Successful Proposer shall:

- a) Diligently and expeditiously process PIP insurance claims with the PIP insurer.
- b) Coordinate its services relating to auto-related emergency transport accounts with those of the attorney retained by the Department to provide legal services relating to PIP insurance claims (PIP Attorney), in order to enable and ensure maximized collection efforts for auto-related emergency transport accounts. Successful Proposer and PIP Attorney shall work cooperatively to coordinate their efforts and do so in accordance with any applicable laws, including but not limited to the Fair Debt Collection Practices Act and HIPAA. Coordination of services and timeframes between Successful Proposer and the PIP Attorney will be coordinated through the Department staff.
- c) Diligently and expeditiously research PIP information for auto-related accounts without PIP information; after which accounts that are still missing necessary PIP information shall be promptly referred to PIP Attorney for additional research of PIP information.
- d) Provide all auto-related account information to PIP Attorney on a regular basis to enable PIP Attorney to review accounts and take legal action, if warranted, to maximize PIP payments.
- e) Provide department with a summary report showing PIP account number, account status, billed amount, collected amount, adjusted amount, date referred to PIP Attorney (if any) and outcome.

- f) Track and report to Department on a monthly basis payments received on accounts referred to PIP Attorney for action.
- g) Provide historical billing & collection information on auto-related accounts to allow PIP Attorney historical review to maximize collections within statutory limits.

7. Service Fees

The Selected Proposer shall perform EMS Billing and collection services on behalf of the Department. All monies collected by the Selected Proposer shall be deposited in the designated lockbox. At the end of each calendar month Selected Proposer shall send an invoice to the Department with collection details of all Department transports entered in the Selected Proposer's billing system from the preceding month. Payments to the Selected Proposer will be made by the Department after satisfactory reconciliation of the invoices. The invoice shall be based on the proposed Appendix B, Fee Schedule (See Section 2.20, Service Fees).

The Successful Proposer shall be entitled to fees on all collections for billings during Contract term, up to six (6) months after expiration or termination of Contract. The Department will be entitled to a refund of fees due to refunds on collections for billings during Contract term, up to one (1) year after expiration or termination of Contract.

8. Receipt of Funds

a) **Lock Box:** The Successful Proposer shall be required to establish a "lock box" for all receipts under this Contract. This lock box shall be established with a financial institution under Contract with the Department. All customer and third party receipts are to be mailed to the designated lock box for accounting of deposits. The Successful Proposer shall make arrangement to have copies of all deposits and backup forwarded to them from the financial institution.

b) **Receipt Posting:** The routine function of posting charges, receipts, account balances, etc. are never to exceed seven (7) working days from receipt of same. Copies of all deposits and back-up information shall be provided to the Department within seven (7) working days of deposit.

c) **Credit Cards:** The Successful Proposer shall be required to establish a method to accept and record credit cards from patients electronically.

Note: Department financial institution will be identified by the Department to the Successful Proposer upon Contract execution.

9. Service Review

The Successful Proposer shall meet with a representative or representatives of the Department at a location of the Department's choosing at least Bi-Monthly. Topics to be discussed will include differences in the expected versus actual collection rate, deficiencies in clinical and demographic documentation, ALS/BLS patient treatment, and other topics of concern to the Successful Proposer or Department. At the service review meetings the Successful Proposer will be expected to have specific suggestions for improving any deficiencies identified in either parties'

documentation or processes.

10. Data Format

All reports shall be provided in hard-copy form as well as CD form in a file format usable by the Department. These formats are as follows:

1. Excel
2. Text

All patient contacts are documented using the Department's electronic ePCR system. During a patient encounter a member of the Department documents relevant clinical and demographic information in an electronic format that is stored in a Structured Query Language (SQL) database on a server owned by the Department. The Department will provide all information relevant to billing via an electronic billing extract produced at least once every 24 hours. This data will be provided in the form of one Extensible Markup Language (xml) file per billable patient encounter. Successful Proposers will be required to demonstrate the ability to accept data in this format with little or no modification.

The Department is interested in maximizing the existing and planned reporting capabilities of the current ePCR vendor. To further this goal, Successful Proposers will be required to demonstrate the ability to periodically produce a demographic extract containing information related to a given patient encounter. This information is expected to include at least the amount billed for the encounter, the amount collected for the encounter, primary and secondary payers, patient's SSN (if not collected on scene), health insurance information (carrier name, policy and group number, etc.).

11. Demographic Information

The Department will not always be able to obtain or provide complete demographic or insurance information to the Successful Proposer due to the emergency nature of the incidents responded to by the Department. Successful Proposer will be required to demonstrate relationships with health insurance providers and entities whose primary business is the collection, storage, and dissemination of this type of information. Successful Proposer will be required to have the ability to electronically access these databases and directly download required information. Successful Proposer will further be required to obtain electronic access to patient records at the hospitals. Of particular interest to the Department is a billing company's ability to obtain billing information when provided with a patient's complete driver license number. This capability is to be used to obtain demographic and insurance information that is not obtainable through other means.

12. Mileage Calculation

The Successful Proposer shall have a system that will automatically geocode all incident locations reported in the Department billing extract. This system must be able to calculate the mileage from an incident scene to the patient's destination hospital.

13. Claim Submission

The Successful Proposer shall process all claims as expeditiously as possible. Successful Proposer shall agree to a specific processing schedule. Any file that identifies automobile insurance as the primary or secondary insurance provider will be submitted to the responsible party on the first business day that the file is in the billing companies' possession. All other files shall be submitted to the responsible party within 48 hours of receipt. Successful Proposer will be required to show the capacity to adhere to this schedule.

14. Reporting Requirements

The Successful Proposer shall maintain a computerized database of all accounts and shall provide the Department with reports to show management and financial information. The Successful Proposer at a minimum will provide all reports provided to the Department by the incumbent. The Department will provide samples of all current reports to the Successful Proposer. The format of reports required under this contract will be determined by the Department. In addition to the reports described below, the Successful Proposer shall provide any custom reports at the request of the Department in a mutually agreeable timeframe at no cost.

15. Monthly Reports

On a monthly basis, the Successful Proposer shall submit to the Department, at a minimum, the following:

- 1) **Report of Transports Billed and Payments Received:** This report will compare all billings to all the incidents in the billing extracts sent to the Successful Proposer. The report shall identify date of transport, fire incident number, patient number, patient name, complete patient address, incident date, the invoiced date, number of transports billed, procedures billed, dollars billed, the number of transports not billed, and the dollar value of accounts not billed. A grand total of billed and not billed for the month of transport must also be computed. Additionally, the report must summarize the monthly billing activity as follows: Number of ALS billings with amount billed, including details for mileage, oxygen and all other billable services. Number of BLS billings with amount billed, number of mileage and amount billed, including details for mileage, and all other billable services. The report will also include other transport categories, such as number of billings and amount billed. This report must summarize the number of billings and amounts by type of transport, and item billed, such as number of miles billed, dollar value of miles billed, number of oxygen billings and all other billable services.
- 2) **Report of Collections:** This report shall verify and reconcile lock box batch deposit activity with collection posting activity. The report shall identify the patient number, fire department alarm number, patient name, patient complete address, payment amount, type, batch #, batch total, and grand total of all monthly payments.
- 3) **Collection Statistics Report:** This report shall provide statistical information about billing and collections over time; show gross billings by date of incident (transport) month and the related collections to date. Gross billings should not be reduced for returned mail, bad debts, or authorized write-offs. The report shall differentiate for billing type, such as ALS and BLS, including all fees associated with the transport. The report shall include the total billed in the transport month, and in any subsequent months. Collection information by month shall also be provided. A grand total for each column shall be provided.
- 4) **Payment Report:** This report shall show the accounts receivable in lockbox batch deposit order during the month and must include, as a minimum: incident number, patient number, patient name, patient's complete address, payment amount and type, batch total on each lockbox batch number, and grand total of all monthly payments.

Request for Proposals (RFP) 547382

- 5) **Collection Summary:** This report shall list monthly payments in item (5) above by original transport month, incident month and amount collected in the month.
- 6) **Report on Transports Deemed Not Medically Necessary:** This report will detail all incidents that the Successful Proposer or any 3rd party payer deem not medically necessary. Included in this report will be the incident number, officer in charge, reported level of service, reason for the finding of non-medical necessity.
- 7) **Report of Medical Supplies Used:** This report will estimate the amount of medical supplies used based on the treatments that Department report writer's document. The Department will assist the Successful Proposer in the creation of this report by providing the rules and assumptions the Successful Proposer will need to create an acceptable report.
- 8) **Insurance Activity Report:** This report will show the portion of actual collections and the accounts receivable, detailed by self, Medicaid, Medicare, Automobile Insurance, and private insurance, by type of transport (ALS and BLS). A combined grand total for each column will be provided.
- 9) **Total Billings by Incident Month:** This report will list cumulative number of gross billings for each incident (transport) month by type of transport (ALS and BLS). A combined grand total for each column will be provided.
- 10) **Accounts Receivable (A/R):** This report will show the amount owed by all transported patients at the end of the month and will include: gross billing since inception, payments since inception, Department approved adjustments and write-offs since inception, Medicaid and Medicare adjustments, and ending balance of accounts receivable, by type of transport (ALS and BLS). A combined grand total for each column will be provided.
- 11) **Adjustments and Write-offs:** This report will provide details of amounts in write-off columns of item (8) above for the current month and show: patient number, patient name, gross billing amount, payments made, adjustment or write-off amount approved, and revised amount due, by type of transport (ALS and BLS). A combined grand total for each column will be provided.
- 12) **Credit Balance Report:** This report will list all accounts having a credit balance at the end of the month. This report would show: patient number, patient's name, incident date, amount billed, amount paid by payer, and credit balance amount.
- 13) **Refund Listing:** This report will list accounts requiring a refund due to overpayment and must show: patient number, patient name, patient address, incident date, amount originally billed, total amount paid on account detailed by date, amount and related lockbox batch number, refund amount, and payer due refund.
- 14) **Number of Days between Incident Date and Billing Date Thirty (30) days:** This report will list all incidents billed during the month, and the number of days between the incident date and the first billing date. The report would show: patient number, patient's name, incident date, first billing date, and number of days between incident and billing date sorted by rescue unit number. Also shows subtotals for each unit and average number of days between incident and billing. Report may also include date report received.

15) **Collection Summary Inception to Date by Month:** This report will list total charges by transport month without write-offs or reductions, total payments to date, gross collection rate, amount paid to billing vendor based upon collections by billing month, and gross effective collection rate.

16) **Report of Transports by Rescue Unit and Officer in Charge:** This report will track bills by type, by unit, by officer in charge as well as collections by type of insurance.

17) **Report Comparing Dispatch Type to Patient Treatment:** This report will compare the dispatch type determined by the Clausen Medical Priority Dispatch system to the level of service paid for by the responsible party. Included in this report will be the incident number, officer in charge, and other information pertinent to justifying the use of an ALS apparatus.

In addition to the above monthly reports, the Successful Proposer shall provide the following reports:

1) **Schedule of Transport Charges & Collections:** This report shall include a summary of the following: Number of Transports, Gross Charges, Adjustments, Net Charges, Receipts, Balance Due, Percentages showing Gross Collections, Net Collections and percent of Paying Patients -All classified by Transport Month/Year.

2) **Collection Schedule:** This report shall include Deposit Date, Number of Items, what Collected for Today/each day, what was collected Month-to-Date, Collected Fiscal Year-to-Date, and Collected Cumulative.

3) **Monthly Billing & Collection Summary:** This report shall include Transport Month/Year, Total Gross Billing, Less Gross Adjustments, Collections this Month, Collections to date; Collected Gross Amount over 50%.

Note: This report shall be provided as backup to the Finance Department for payment of invoice and should provide calculation of monthly fee for third-party billing company.

4) **Collection by Financial Class:** This report shall provide a summary for each Transport Month/Year broken down by Account Type (Self-pay, Medicaid, Medicare, Private Insurance) Report shall include: Billed Amount, Amount Collected, Percent Collected, Number of Accounts, Number of Not Billable Collections, Gross Unbillable Collections, Total Accounts, and the Gross Amount Billed.

5) **Ambulance Billing Adjustments-Write-Offs-Reversals:** his report shall include the Patient Account Number, Patient Name, Incident Date, Adjustment Amount, Adjustment or Reversal, and Type of Adjustment.

6) **A/R by Payor Class:** This report shall include the Patient Account Number, Patient Name, Incident Date, File Date, Payor Class, Amount Billed, Adjustment Amounts, Amount Paid, and Amount Due. This report shall also include summary totals by Fiscal Year and Payor Class.

7) **Report by Incident Date (In Numerical Order by Date):** This report shall include the Patient Account

Request for Proposals (RFP) 547382

Number, Patient Name, Street Address, Department/State, Incident Date, Total Charges (amount billed), Adjustment Amount, Amount Paid, and Amount Due.

8) **A/R Aged Trial Balance:** This report shall include Final Totals as well as the Number of Accounts Aged for the following categories: Current, Over thirty (30) days, over sixty (60) days, Over One Hundred Twenty (120) days, Over One Hundred Fifty 150 days and the Balance.

9) **Ambulance Payment Report:** This report shall include the Patient Account Number, Patient Name, Street Address, City/State, Incident Date, Check Number, Check Amount, and Payment Type.

Note: This report shall provide summary (as well as detail) of total amount collected for the month with a total number of accounts and the amount collected broken down by classification of payment.

10) **Report of A/R:** This report shall provide Dollar Amount as well as the Number of Gross Billings Less what was removed from A/R for the month, Less Payments, Less Adjustments/Write-Offs, Less Reversals to give the Balance of A/R.

11) **Insurance Receivable Report:** This report shall include Transport Month/Year and Balances, Number of Accounts broken down by Insurance Type. Last page provides totals by category.

12) **Ambulance Unit Report by Incident Month:** This report shall Include Number of Calls, Gross Billing, Amount Received and Percent of Gross broken down by Transport Month/Year and Unit Numbers.

13) **Ambulance New Billing Report:** This report shall include Patient Account Number, Patient Name, Incident Date, Base Amount, Mileage Amount, Total Billed, Call Classification (ALS/BLS, etc.) for all new billings.

14) **Deposit Report:** This report shall include deposit Batch Number, Account Number, Patient Account Number, Patient Address, Date of Service, Payment Date, Check Number, Check Amount, payment Type, and Payer Name. The Successful Proposer shall provide this report at least biweekly for the current month's deposits.

15) **Audit Report of Accounts Changed** -This report shall include the Patient Account Number, Patient Name, Date of Service, Reason for Change, Amount Changed From, Amount Changed To, Net Amount of Change and Date of Change. The purpose of this report is to identify changes made to existing patient account charges.

16) **General Account Activity** -This report shall include the General Account Number, Payor Name, Check Number, Check Amount, and Deposit Date. The purpose of this report is to provide a detail listing of payments posted to a general account pending transfer to specific patient account(s) or refunded to the payor.

Note: At the discretion of the Department, some of the above reports may only need to be produced quarterly.

17) **Ad Hoc Reports** -While the Successful Proposer shall provide monthly reports specified above on a routine

basis, the Successful Proposer may be required to generate and provide ad hoc reports as needed by the Department. This may include additional monthly reports not listed above. These reports would be limited to information available in the Successful Proposer's database.

18) **Annotated Log Reports:** The Successful Proposer shall maintain an annotated log by patient account for any and all contacts with the patients/customer. This shall include any insurance, billing, or collection activity. This information shall be provided when requested by the Department.

16. Other Services or Provisions

1) **Patient Calls:** The Successful Proposer shall provide a minimum of two (2) toll free local, and/or toll free long distance numbers by which patients/customers may contact them anywhere in the Continental United States. These numbers shall be published on all correspondence and letterheads generated by the Successful Proposer.

2) **Patient/Customer Communications:** All written or verbal communications between the Successful Proposer and the patient/customer (patient or legal guardian) will be conducted in a professional and courteous manner and all complaints shall be investigated. All patient/customer contact whether written, verbal or otherwise shall be posted to the annotated logs. All written patient/customer communications shall include the Department patient account number.

3) **Quarterly Meeting:** The Successful Proposer shall meet quarterly with designated Department personnel at a Department designated site for in-service training of Department Administrative personnel and to address contractual, managerial, and/or administrative issues pertinent to the Contract.

4) **Education:** The Successful Proposer is required to provide in-service training to the Department Administrative personnel on all Medicare, Medicaid, and HIPPA rules and regulations. This in-service training shall be provided during the quarterly meetings specified above. This shall include providing Department staff with all informational updates that are deemed pertinent to emergency transport billing.

5) **Request for Information:** All requests to the Department for EMS records are to be in writing and shall include the Department patient account number. Verbal requests will be denied.

6) **Statement/Account Balance Requests:** The Department shall forward all requests for Statement or Patient Account Balance to the Successful Proposer electronically for processing.

4. Submission Requirements

4.1. SUBMISSION REQUIREMENTS

Proposers shall carefully follow the format and instruction outlined below, observing format requirements where indicated. Proposals should contain the information itemized below and in the order indicated. This information should be provided for the Proposer and any sub-consultants to be utilized for the work contemplated by this Solicitation. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

ALL RESPONSES WILL BE SUBMITTED IN HARDCOPY FORMAT ONLY TO INCLUDE ONE ORIGINAL AND SEVEN (7) COPIES. NO ON-LINE SUBMITTALS WILL BE ACCEPTED.

The responses to this solicitation shall be presented in the following format. Failure to do so may deem your Proposal non-responsive. Submission Requirements supersedes Section 1.78. Submission and Receipt of Responses of this RFP document.

4.2 INSTRUCTIONS TO PROPOSERS

A. Include the signed RFP Certification Statement.

B. Include in detail, evidence that clearly demonstrates Proposer meets the minimum qualification requirements, pursuant to Section 2.8 Proposer's Minimum Qualifications.

1. Cover Page

The Cover Page should include the Proposer's name; Contact Person for the RFP; Firm's Liaison for the Contract; Primary Office Location; Local Business Address, if applicable; Business Phone and Fax Numbers, if applicable Email addresses; Title of RFP; RFP Number; Federal Employer Identification Number or Social Security Number.

2. Table of Contents

The table of contents should outline, in sequential order, the major sections of the Proposal as listed below, including all other relevant documents requested for submission. All pages of the Proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.

3. Executive Summary

A signed and dated summary of not more than two (2) pages containing Proposer's overall Qualifications and Experience and Technical Qualifications, as contained in the submittal. Proposer shall include the name of the organization, business phone and contact person and a summary of the work to be performed.

4. Proposer's Experience Past Performance

a) Describe the Proposer's organizational history and structure; years Proposer and/or firm has been in business providing a similar service(s).

b) Provide a detailed list of comparable contracts (similar in scope of services to those requested herein) which the proposer has either ongoing or completed within the past five years. The description should identify for each project:

- i. Client
- ii. Description of work
- iii. Total dollar value of the contract
- iv. Dates covering the term of the contract
- v. Client contact person and phone number
- vi. Statement of whether proposer is/was the prime contractor or subcontractor
- vii. If Proposer was the subcontractor name the prime
- viii. Detail Proposer's responsibilities and the results of the project

Where possible, list and describe those projects performed for government clients or similar size private entities. (excluding any work performed for the City of Miami)

c) Provide any other information or documentation related to Proposer's qualifications and experience from which the City of Miami can benefit under this contract.

d) Provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees is or has been involved within the last five years.

Note: Proposer should demonstrate a minimum of five years' experience in providing EMS Transport Billing Services

5. Key Personnel Performing Services

1. Provide an organization chart showing the Project Manager and all key personnel, including their titles, to be assigned to this project. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
2. Describe the experience, qualifications and other vital information, including number of years of relevant experience on previous similar projects, of the Project Manager and all key personnel, who will be assigned to this project.
3. Provide resumes, if available with job descriptions and other detailed qualification information on the Project Manager and all key personnel who will be assigned to this project.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the Project Manager and key personnel identified in its proposal.

6. Proposed Approach to Providing the Services

1. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
2. Provide Proposer's operational plan that clearly indicates how the Proposer plans to provide the services requested in this Solicitation. The Proposer's operational plan must detail how the Proposer intends to fully satisfy the requirements outlined in this RFP, and proposed actions that will be taken to ensure maximum recovery of each account that has been assigned. (See Section 3.0) The operational plan should:
 - 1) Indicate how the Proposer will address client relations while maximizing collections.
 - 2) Provide examples of the type and series of collection notices that are proposed and indicate chronological stages of their use in the individual collection process.
 - 3) State the length of time a collection activity is maintained by Proposer before the particular account is downgraded or considered uncollectible.
 - 4) Describe Proposer's collection procedures.
 - 5) Describe the Proposer's capabilities to accommodate electronic transfer of accounts, computer disk and/or hard copy paper files.
 - 6) Describe the methods the Proposer accepts for payment (i.e., credit card, check, etc.).
 - 7) Describe Proposer's ability to fulfill the reporting requirements, as described in the Scope of Services, Section 3.0 (14).
 - 8) Provide samples of the proposed billing forms/invoices described in the Billing Services, Section 3.0 (5) (g) and (h).
 - 9) Describe Proposer's systematic plan for determining over payments and assuring refunds are provided to patients or third party providers within three months of overpayment/credit status.
 - 10) Include a narrative that details the complaint procedures, including the resolution process that will be followed in the event a complaint is received from a client or their representative.

Request for Proposals (RFP) 547382

11) Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

5. Evaluation Criteria

5.1. EVALUATION CRITERIA

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this solicitation. A responsive proposal is one which follows the requirements of this solicitation, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

Proposals will be evaluated by an Evaluation/Selection Committee (Committee) which will evaluate and rank proposals on criteria listed below. The Committee will be comprised of appropriate City personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their respective weights for a maximum of one hundred (100) points per Committee member.

Technical Criteria and Points

Proposer's relevant experience, qualifications, and past performance

35 points

Relevant experience and qualifications of Project Manager and key personnel that will be assigned to the project.

15 points

Proposer's approach to providing the services requested in this solicitation and ability to meet schedules.

30 points

Price Criteria and Points

Proposer's financial capabilities, and proposed fees.

20 points

EXHIBIT B**SCOPE OF WORK****1. Purpose**

The City of Miami Fire Rescue Department (The Department) has contracted for comprehensive EMS Transport Billing, Third Party Billing Services and Reporting. The Contractor shall provide and perform all the necessary tasks associated with comprehensive billing and reporting services for all billable emergency services, transports, and false alarms provided by the Department. In addition, the Contractor shall function as an independent entity. Rate charges for all services rendered by the Department for responses and transports shall be those rates adopted by the City Commission, and the Department may modify the rates at any time upon written notification to the Contractor. All policy decisions will be made by the Department and administered by the Contractor.

2. Services to be Provided

Contractor shall:

- a) Accept data from the Department or its electronic Patient Care Reporting system (ePCR) provider and accurately process billings;
- b) Retrieve all data and download into Contractor's database;
- c) Have the ability to access and resume service on previously billed accounts; and
- d) Have the ability to produce required reports including but not limited to financial and management reports.

In addition to the above, the Contractor shall:

- a) Clearly demonstrate the ability to delineate and operate a fail-safe Data Recovery Project Plan and System should a disaster or unanticipated down time occur;
- b) Provide a thorough description of the technology that will be utilized (i.e., hardware, software, database, security and network infrastructure);
- c) Demonstrate and describe its plan for achieving compliance with the Transaction and Code Set, Security and Privacy regulations under the Health Insurance Portability and Accountability Act of 1996 (HIPPA); and
- d) Demonstrate established relationships with insurance providers to ensure a timely collection of relevant insurance information.

3. Billing Services

The Contractor shall: a) Employ, maintain and assign an adequate number of competent and qualified professionals, as deemed necessary by the Department to meet the performance requirements, b) Take the necessary steps in terms of billing patients, following-up with patients via mail, phone, or other available communications means, to maintain the same, or higher collection levels as during calendar year 2014/2015, and c) Transfer any uncollectible accounts to the Department at the request of the Department.

The Contractor shall perform all services and/or work necessary to complete the following tasks and/or provide the following items:

- a) **Electronic Receipts of Billing Information from Department:**
Contractor shall have the capability to receive all billing information from the Department and/or its ePCR provider in a standard electronic format.
- b) **Electronic Claims Submission:**
Contractor shall provide the capability to transmit/submit claims electronically to Medicare, Medicaid, and commercial insurance carriers.
- c) **Patient Information:**
Contractor shall take action to obtain any necessary information which may not be in the initial account file. The Contractor shall enter into a business associate agreement with area hospitals to obtain patient information in accordance with Health Insurance Portability & Accountability Act (HIPPA).
- d) **Insurance Reviews:**
Contractor shall perform all necessary insurance follow-ups to assure maximum collection on claims.
- e) **Medicare/Medicaid:**
Contractor shall comply with all Medicare, Medicaid, and HIPPA rules and regulations. Contractor shall enter into a business associate agreement with the Department. This shall include keeping abreast of all Medicare, Medicaid, insurance, and other health care issues which may impact payments to the Department for emergency transports. Contractor shall review each Patient Care Report (PCR) narrative to make a level of service determination based on Medicaid guidelines, prior to releasing claims to Medicaid.
- f) **Crossover Eligibility:**
Contractor is responsible for identifying and securing payments due to crossover eligibility, co-insurance, deductibles, etc.
- g) **Timely Billings:**
Contractor shall be expected to bill emergency transport patients and/or file patient insurance within 30 days upon receiving transport information from the Department. In the event the information is unattainable, the Department expects a CLAIM to be filed as soon as the information required is obtained, and in all cases an invoice be sent to patients with valid addresses. A sample of the billings/invoice shall be included in the proposal.
- h) **Follow-up Billings and Procedures:**
Contractor shall have a detailed plan and procedure for claim follow-up to assure maximum collection. Contractor shall be expected to re-bill emergency transport patients and/or patients' insurance claims on unpaid balances. This invoice shall reflect detail account activity, including but not limited to, the Department patient account number, original billing amount, detail payment information, and account balance. A sample of the rebill/invoice shall be included in the proposal.
- i) **Current Database:**
Contractor shall be able to merge current open accounts from the Department or its ePCR provider and current provider billing system. In addition, the Contractor shall grant access to authorized Department employees to the Contractor's billing database, including the ability to search for patient information by one or more of the following fields: patient name, date of service, Contractor patient account number, or Department patient account number. Department employees will also be granted access to print patient account statements, similar to those requested by and mailed to the patient by the Contractor.

j) Refunds:

Contractor shall establish a systematic plan for determining overpayments and assuring refunds to patients or third party payers are processed within three (3) months from the date when the account goes into overpayment/credit balance status. A copy of this plan shall be included in the proposal.

k) Patient Account Numbering System:

All patient account numbers must be cross-referenced with the Department incident number. The Department incident number is in a calendar year-number format and will be sent to the Contractor as a two-digit year, a five digit incident number. For example, an incident number for three patients on one call, will be forwarded to the Contractor as Department patient account number 14-00001 representing patient one, account 14-00002 representing patient two, and account number 14-00003 representing patient three. Regardless of the patient account numbering system used by the Contractor, the Contractor shall provide the Department patient account number on all billings and patient correspondence including, but not limited to, the patient account statement and all monthly reports. Additionally, the Contractor shall provide the Department access to the Contractor's database with the ability to search for patient information by one or more of the following fields: patient name, date of service, Contractor patient account number, or Department patient account number.

l) Probate Claims:

Contractor shall be responsible for filing probate claims, when applicable, on behalf of the Department. All requests for Satisfaction of Claims shall be forwarded to the Department for approval and signature.

m) McKesson Practice Focus Web Based Reporting Services:

Contractor will provide 3 Authorized Users for Basic User Access of Contractor's Service known as "McKesson Practice Focus Web Based Reporting Services" in the cost of the Services for no additional fee. Such access does not include training or implementation of McKesson Practice Focus Web Based Reporting Services, however, with Basic User Access, Contractor will:

- Provide 24 hour access, less scheduled or unscheduled downtime for maintenance or repair, from any Internet access point to the City reporting portal at Customer Login at McKesson.com.
- Provide access to all current and future standard level reports generated by Contractor.
- Provide ability to review reports as HTML and PDF documents.
- Provide the ability to save report documents as PDF, Excel or CSV file formatted documents.
- Provide access to the Dashboard folder and associated current and future Dashboard based deliverables.
- Telephone and e-mail support to answer questions and address issues related to the Practice Focus Web Based Reporting product at no cost to City. Normal support hours and response time are as follow: Monday through Friday: 8:00 a.m. until 8:00 p.m. eastern time.

4. Personal Injury Protection (PIP) Claims Review

Contractor shall:

- a) Diligently and expeditiously process PIP insurance claims with the PIP insurer.
- b) Coordinate its services relating to auto-related emergency transport accounts with those of the attorney retained by the Department to provide legal services relating to PIP insurance claims (PIP Attorney), in order to enable and ensure maximized collection efforts for auto-related emergency transport accounts. Contractor and PIP Attorney shall work cooperatively

to coordinate their efforts and do so in accordance with any applicable laws, including but not limited to the Fair Debt Collection Practices Act and HIPAA. Coordination of services and timeframes between Contractor and the PIP Attorney will be coordinated through the Department staff.

- c) Diligently and expeditiously research PIP information for auto-related accounts without PIP information; after which accounts that are still missing necessary PIP information shall be promptly referred to PIP Attorney for additional research of PIP information.
- d) Provide all auto-related account information to PIP Attorney on a regular basis to enable PIP Attorney to review accounts and take legal action, if warranted, to maximize PIP payments.
- e) Provide department with a summary report showing PIP account number, account status, billed amount, collected amount, adjusted amount, date referred to PIP Attorney (if any) and outcome.
- f) Track and report to Department on a monthly basis payments received on accounts referred to PIP Attorney for action.
- g) Provide historical billing & collection information on auto-related accounts to allow PIP Attorney historical review to maximize collections within statutory limits.

5. Service Fees

Contractor shall perform EMS Billing and collection services on behalf of the Department. All monies collected by the Contractor shall be deposited in the designated lockbox. At the end of each calendar month Contractor shall send an invoice to the Department with collection details of all Department transports entered in the Contractor's billing system from the preceding month. Payments to the Contractor will be made by the Department after satisfactory reconciliation of the invoices. The invoice shall be based on the proposed Appendix B, Fee Schedule (See Section 2.20, Service Fees).

Contractor shall be entitled to fees on all collections for billings during Contract term, up to six (6) months after expiration or termination of Contract. The Department will be entitled to a refund of fees due to refunds on collections for billings during Contract term, up to one (1) year after expiration or termination of Contract.

6. Receipt of Funds

- a) **Lock Box:** Contractor shall be required to establish a "lock box" for all receipts under this Contract. This lock box shall be established with a financial institution under Contract with the Department. All customer and third party receipts are to be mailed to the designated lock box for accounting of deposits. Contractor shall make arrangement to have copies of all deposits and backup forwarded to them from the financial institution.
- b) **Receipt Posting:** The routine function of posting charges, receipts, account balances, etc. are never to exceed seven (7) working days from receipt of same. Copies of all deposits and back-up information shall be provided to the Department within seven (7) working days of deposit.
- c) **Credit Cards:** Contractor shall be required to establish a method to accept and record credit cards from patients electronically.

Note: Department financial institution will be identified by the Department to the Contractor upon Contract execution.

7. Service Review

Contractor shall meet with a representative or representatives of the Department at a location of the Department's choosing at least BI-Monthly. Topics to be discussed will include differences in the expected versus actual collection rate, deficiencies in clinical and demographic documentation, ALS/BLS patient treatment, and other topics of concern to the Contractor or Department. At the service review meetings the Contractor will be expected to have specific suggestions for improving any deficiencies identified in either parties' documentation or processes.

8. Data Format

All reports shall be provided in hard-copy form as well as CD form in a file format usable by the Department. These formats are as follows:

1. Excel
2. Text

All patient contacts are documented using the Department's electronic ePCR system. During a patient encounter a member of the Department documents relevant clinical and demographic information in an electronic format that is stored in a Structured Query Language (SQL) database on a server owned by the Department. The Department will provide all information relevant to billing via an electronic billing extract produced at least once every 24 hours. This data will be provided in the form of one Extensible Markup Language (xml) file per billable patient encounter. Contractors will be required to demonstrate the ability to accept data in this format with little or no modification.

The Department is interested in maximizing the existing and planned reporting capabilities of the current ePCR vendor. To further this goal, Contractor will be required to demonstrate the ability to periodically produce a demographic extract containing information related to a given patient encounter. This information is expected to include at least the amount billed for the encounter, the amount collected for the encounter, primary and secondary payers, patient's SSN (if not collected on scene), health insurance information (carrier name, policy and group number, etc.).

9. Demographic Information

The Department will not always be able to obtain or provide complete demographic or insurance information to the Contractor due to the emergency nature of the incidents responded to by the Department. Contractor will be required to demonstrate relationships with health insurance providers and entities whose primary business is the collection, storage, and dissemination of this type of information. Contractor will be required to have the ability to electronically access these databases and directly download required information. Contractor will further be required to obtain electronic access to patient records at the hospitals. Of particular interest to the Department is a billing company's ability to obtain billing information when provided with a patient's complete driver license number. This capability is to be used to obtain demographic and insurance information that is not obtainable through other means.

10. Mileage Calculation

Contractor shall have a system that will automatically geocode all incident locations reported in the Department billing extract. This system must be able to calculate the mileage from an incident scene to the patient's destination hospital.

11. Claim Submission

Contractor shall process all claims as expeditiously as possible. Contractor shall agree to a specific processing schedule. Any file that identifies automobile insurance as the primary or secondary insurance provider will be submitted to the responsible party on the first business day that the file is in the billing companies' possession. All other files shall be submitted to the responsible party within 48 hours of receipt. Contractor will be required to show the capacity to adhere to this schedule.

12. Reporting Requirements

Contractor shall maintain a computerized database of all accounts and shall provide the Department with reports to show management and financial information. The Department will provide samples of all current reports to the Contractor. The format of reports required under this contract will be determined by the Department. In addition to the reports described below, the Contractor shall provide any custom reports at the request of the Department in a mutually agreeable timeframe at no cost.

13. Monthly Reports

On a monthly basis, the Contractor shall submit to the Department, at a minimum, the following:

- 1) **Report of Transports Billed and Payments Received:** This report will compare all billings to all the incidents in the billing extracts sent to the Contractor. The report shall identify date of transport, fire incident number, patient number, patient name, complete patient address, incident date, the invoiced date, number of transports billed, procedures billed, dollars billed, the number of transports not billed, and the dollar value of accounts not billed. A grand total of billed and not billed for the month of transport must also be computed. Additionally, the report must summarize the monthly billing activity as follows: Number of ALS billings with amount billed, including details for mileage, oxygen and all other billable services. Number of BLS billings with amount billed, number of mileage and amount billed, including details for mileage, and all other billable services. The report will also include other transport categories, such as number of billings and amount billed. This report must summarize the number of billings and amounts by type of transport, and item billed, such as number of miles billed, dollar value of miles billed, number of oxygen billings and all other billable services.
- 2) **Report of Collections:** This report shall verify and reconcile lock box batch deposit activity with collection posting activity. The report shall identify the patient number, fire department alarm number, patient name, patient complete address, payment amount, type, batch #, batch total, and grand total of all monthly payments.
- 3) **Collection Statistics Report:** This report shall provide statistical information about billing and collections over time; show gross billings by date of incident (transport) month and the related collections to date. Gross billings should not be reduced for returned mail, bad debts, or authorized write-offs. The report shall differentiate for billing type, such as ALS

and BLS, including all fees associated with the transport. The report shall include the total billed in the transport month, and in any subsequent months. Collection information by month shall also be provided. A grand total for each column shall be provided.

- 4) **Payment Report:** This report shall show the accounts receivable in lockbox batch deposit order during the month and must include, as a minimum: incident number, patient number, patient name, patient's complete address, payment amount and type, batch total on each lockbox batch number, and grand total of all monthly payments.
- 5) **Collection Summary:** This report shall list monthly payments in Item (5) above by original transport month, incident month and amount collected in the month.
- 6) **Report on Transports Deemed Not Medically Necessary:** This report will detail all incidents that the Contractor or any 3rd party payer deem not medically necessary. Included in this report will be the incident number, officer in charge, reported level of service, reason for the finding of non-medical necessity.
- 7) **Report of Medical Supplies Used:** This report will estimate the amount of medical supplies used based on the treatments that Department report writer's document. The Department will assist the Contractor in the creation of this report by providing the rules and assumptions the Contractor will need to create an acceptable report.
- 8) **Insurance Activity Report:** This report will show the portion of actual collections and the accounts receivable, detailed by self, Medicaid, Medicare, Automobile Insurance, and private insurance, by type of transport (ALS and BLS). A combined grand total for each column will be provided.
- 9) **Total Billings by Incident Month:** This report will list cumulative number of gross billings for each incident (transport) month by type of transport (ALS and BLS). A combined grand total for each column will be provided.
- 10) **Accounts Receivable (A/R):** This report will show the amount owed by all transported patients at the end of the month and will include: gross billing since inception, payments since inception, Department approved adjustments and write-offs since inception, Medicaid and Medicare adjustments, and ending balance of accounts receivable, by type of transport (ALS and BLS). A combined grand total for each column will be provided.
- 11) **Adjustments and Write-offs:** This report will provide details of amounts in write-off columns of Item (8) above for the current month and show: patient number, patient name, gross billing amount, payments made, adjustment or write-off amount approved, and revised amount due, by type of transport (ALS and BLS). A combined grand total for each column will be provided.
- 12) **Credit Balance Report:** This report will list all accounts having a credit balance at the end of the month. This report would show: patient number, patient's name, incident date, amount billed, amount paid by payer, and credit balance amount.

- 13) **Refund Listing:** This report will list accounts requiring a refund due to overpayment and must show: patient number, patient name, patient address, incident date, amount originally billed, total amount paid on account detailed by date, amount and related lockbox batch number, refund amount, and payer due refund.
- 14) **Number of Days between Incident Date and Billing Date Thirty (30) days:** This report will list all incidents billed during the month, and the number of days between the incident date and the first billing date. The report would show: patient number, patient's name, incident date, first billing date, and number of days between incident and billing date sorted by rescue unit number. Also shows subtotals for each unit and average number of days between incident and billing. Report may also include date report received.
- 15) **Collection Summary Inception to Date by Month:** This report will list total charges by transport month without write-offs or reductions, total payments to date, gross collection rate, amount paid to billing vendor based upon collections by billing month, and gross effective collection rate.
- 16) **Report of Transports by Rescue Unit and Officer in Charge:** This report will track bills by type, by unit, by officer in charge as well as collections by type of insurance.
- 17) **Report Comparing Dispatch Type to Patient Treatment:** This report will compare the dispatch type determined by the Clausen Medical Priority Dispatch system to the level of service paid for by the responsible party. Included in this report will be the incident number, officer in charge, and other information pertinent to justifying the use of an ALS apparatus.

In addition to the above monthly reports, the Contractor shall provide the following reports:

- 1) **Schedule of Transport Charges & Collections:** This report shall include a summary of the following: Number of Transports, Gross Charges, Adjustments, Net Charges, Receipts, Balance Due, Percentages showing Gross Collections, Net Collections and percent of Paying Patients -All classified by Transport Month/Year.
- 2) **Collection Schedule:** This report shall include Deposit Date, Number of Items, what was Collected for Today/each day, what was collected Month-to-Date, Collected Fiscal Year-to-Date, and Collected Cumulative.
- 3) **Monthly Billing & Collection Summary:** This report shall include Transport Month/Year, Total Gross Billing, Less Gross Adjustments, Collections this Month, Collections to date; Collected Gross Amount over 50%.

Note: This report shall be provided as backup to the Finance Department for payment of invoice and should provide calculation of monthly fee for third-party billing company.

- 4) **Collection by Financial Class:** This report shall provide a summary for each Transport Month/Year broken down by Account Type (Self-pay, Medicaid, Medicare, Private Insurance) Report shall include: Billed Amount, Amount Collected, Percent Collected, Number of Accounts, Number of Not Billable Collections, Gross Unbillable Collections, Total Accounts, and the Gross Amount Billed.

- 5) **Ambulance Billing Adjustments-Write-Offs-Reversals:** This report shall include the Patient Account Number, Patient Name, Incident Date, Adjustment Amount, Adjustment or Reversal, and Type of Adjustment.
- 6) **A/R by Payor Class:** This report shall include the Patient Account Number, Patient Name, Incident Date, File Date, Payor Class, Amount Billed, Adjustment Amounts, Amount Paid, and Amount Due. This report shall also include summary totals by Fiscal Year and Payor Class.
- 7) **Report by Incident Date (In Numerical Order by Date):** This report shall include the Patient Account Number, Patient Name, Street Address, Department/State, Incident Date, Total Charges (amount billed), Adjustment Amount, Amount Paid, and Amount Due.
- 8) **A/R Aged Trial Balance:** This report shall include Final Totals as well as the Number of Accounts Aged for the following categories: Current, Over thirty (30) days, over sixty (60) days, Over One Hundred Twenty (120) days, Over One Hundred Fifty 150 days and the Balance.
- 9) **Ambulance Payment Report:** This report shall include the Patient Account Number, Patient Name, Street Address, City/State, Incident Date, Check Number, Check Amount, and Payment Type.

Note: This report shall provide summary (as well as detail) of total amount collected for the month with a total number of accounts and the amount collected broken down by classification of payment.
- 10) **Report of A/R:** This report shall provide Dollar Amount as well as the Number of Gross Billings Less what was removed from A/R for the month, Less Payments, Less Adjustments/Write-Offs, Less Reversals to give the Balance of A/R.
- 11) **Insurance Receivable Report:** This report shall include Transport Month/Year and Balances, Number of Accounts broken down by Insurance Type. Last page provides totals by category.
- 12) **Ambulance Unit Report by Incident Month:** This report shall include Number of Calls, Gross Billing, Amount Received and Percent of Gross broken down by Transport Month/Year and Unit Numbers.
- 13) **Ambulance New Billing Report:** This report shall include Patient Account Number, Patient Name, Incident Date, Base Amount, Mileage Amount, Total Billed, Call Classification (ALS/BLS, etc.) for all new billings.
- 14) **Deposit Report:** This report shall include deposit Batch Number, Account Number, Patient Account Number, Patient Address, Date of Service, Payment Date, Check Number, Check Amount, payment Type, and Payer Name. The Contractor shall provide this report at least biweekly for the current month's deposits.

- 15) **Audit Report of Accounts Changed:** This report shall include the Patient Account Number, Patient Name, Date of Service, Reason for Change, Amount Changed From, Amount Changed To, Net Amount of Change and Date of Change. The purpose of this report is to identify changes made to existing patient account charges.
- 16) **General Account Activity:** This report shall include the General Account Number, Payor Name, Check Number, Check Amount, and Deposit Date. The purpose of this report is to provide a detail listing of payments posted to a general account pending transfer to specific patient account(s) or refunded to the payor.

Note: At the discretion of the Department, some of the above reports may only need to be produced quarterly.

- 17) **Ad Hoc Reports:** While the Contractor shall provide monthly reports specified above on a routine basis, the Contractor may be required to generate and provide ad hoc reports as needed by the Department. This may include additional monthly reports not listed above. These reports would be limited to information available in the Contractor's database.
- 18) **Annotated Log Reports:** Contractor shall maintain an annotated log by patient account for any and all contacts with the patients/customer. This shall include any insurance, billing, or collection activity. This information shall be provided when requested by the Department.

14. Other Services or Provisions

- 1) **Patient Calls:** Contractor shall provide a minimum of two (2) toll free local, and/or toll free long distance numbers by which patients/customers may contact them anywhere in the Continental United States. These numbers shall be published on all correspondence and letterheads generated by the Contractor.
- 2) **Patient/Customer Communications:** All written or verbal communications between the Contractor and the patient/customer (patient or legal guardian) will be conducted in a professional and courteous manner and all complaints shall be investigated. All patient/customer contact whether written, verbal or otherwise shall be posted to the annotated logs. All written patient/customer communications shall include the Department patient account number.
- 3) **Quarterly Meeting:** Contractor shall meet quarterly with designated Department personnel at a Department designated site for in-service training of Department Administrative personnel and to address contractual, managerial, and/or administrative issues pertinent to the Contract.
- 4) **Education:** Contractor is required to provide in-service training to the Department Administrative personnel on all Medicare, Medicaid, and HIPPA rules and regulations. This in-service training shall be provided during the quarterly meetings specified above. This shall include providing Department staff with all informational updates that are deemed pertinent to emergency transport billing.

- 5) **Request for Information:** All requests to the Department for EMS records are to be in writing and shall include the Department patient account number. Verbal requests will be denied.

- 6) **Statement/Account Balance Requests:** The Department shall forward all requests for Statement or Patient Account Balance to the Contractor electronically for processing.

EXHIBIT C

Fee Schedule

Fees shown below are the monthly fees for providing the services outlined in the Scope of Services (Exhibit B).

Services to be Provided	Price Per Account
Account Collection Fee, Percentage (%) of Net Collections	<u>4.5 %</u>
Flat Fee for Medicaid related Collections	<u>\$7.50</u> per Medicaid Claim

Notes:

1. Fees above are inclusive of all required services and are firm and fixed for the term of the Contract and any extensions thereof.
2. City of Miami is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

Note: Net Collections means the total sum of all monies collected by or through the Contractor for all clinical services rendered by the Department, less amounts refunded or credited to a patient or third party payer as a result of over payments, erroneous payments or bad checks.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 Attn: Lynn.Heimerle@marsh.com	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Golden State Insurance Co Ltd		3191144
INSURER B : Old Republic Insurance Co		24147
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED McKESSON CORPORATION AND ALL ITS SUBSIDIARIES
 ONE POST STREET, 34TH FLOOR
 SAN FRANCISCO, CA 94104

PERSE

CERTIFICATE NUMBER: SEA-003072934-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X	064-1-80101-2016	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	MWTB307965 SELF INSURED FOR PHYSICAL DAMAGE	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	MWC30796400 (AOS) MWX307966 \$100K SIR FOR CT,NV,OH,WA	07/01/2016 07/01/2016	07/01/2017 07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

APPROVED
9/14/16

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFP547382
 THE CITY OF MIAMI IS INCLUDED AS AN ADDITIONAL INSURED FOR LIABILITY (EXCEPT WORKERS COMPENSATION), BUT ONLY AS RESPECTS THEIR SIGNED WRITTEN CONTRACT/AGREEMENT WITH MCKESSION CORPORATION AND/OR ITS SUBSIDIARIES. GENERAL LIABILITY IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER CITY OF MIAMI C/O PROCUREMENT DEPARTMENT 444 SW 2ND AVENUE, 6TH FLOOR MIAMI, FL 33130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Anne E. Ryan <i>Anne E. Ryan</i>
---	--

AGENCY CUSTOMER ID: 00053

LOC #: San Francisco



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED McKESSON CORPORATION AND ALL ITS SUBSIDIARIES ONE POST STREET, 34TH FLOOR SAN FRANCISCO, CA 94104	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

THE GENERAL LIABILITY POLICY (064-1-80101-2016) PLACEMENTS WERE MADE BY MARSH MANAGEMENT SERVICES (BERMUDA) LTD. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THIS CLIENT WITH RESPECT TO THESE PLACEMENTS, WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

APPROVED

9/14/16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 Attn: Lynn.Heimerle@marsh.com 00053-STND-E-16-17	CONTACT NAME: PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
E&O PERSE	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lloyd's Of London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** SEA-003073265-20 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY E & O			B0509FINPT1600153 (SIR:\$5M)	07/01/2016	07/01/2017	EACH CLAIM 1,000,000 AGGREGATE 1,000,000

APPROVED
9/15/16

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: EMERGENCY MEDICAL TRANSPORT BILLING COLLECTION SERVICES, RFP NO. 547382EMS

EVIDENCE OF INSURANCE.

CERTIFICATE HOLDER

CITY OF MIAMI
 ATTN: STEPHANIE JONES
 PURCHASING DEPARTMENT
 444 S.W. 2ND AVENUE, 6TH FLOOR
 MIAMI, FL 33130

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh Risk & Insurance Services

Elisabeth Case

© 1988-2014 ACORD CORPORATION. All rights reserved.

EXHIBIT D

**INSURANCE REQUIREMENTS
(Section 2.11)**

INDEMNIFICATION

Contractor shall pay on behalf of, indemnify and save City and its officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of Contractor's performance under the provisions of the contract, including all acts or omissions to act on the part of Contractor, including any person performing under this Contract for or on Contractor's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the City and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the City, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

The Contractor shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

(1) Worker's Compensation

A. Limits of Liability - Statutory - State of Florida

(2) Commercial General Liability (Primary and Non-Contributory):

A. Limits of Liability

Bodily Injury and Property Damage Liability - Each Occurrence: \$1,000,000

General Aggregate Limit: \$2,000,000

Personal and Adv. Injury. Products and Completed Operations and Fire Damage: \$1,000,000.

B. Endorsements Required:

City of Miami included as an Additional Insured. Employees included as insured. Contractual Liability.

(3) Business Automobile Liability

A. Limits of Liability

Bodily injury and property damage liability combined single limits. Any Auto, including hired, borrowed or owned, or non-owned autos used in connection with the work - \$1,000,000

B. Endorsements Required:

City of Miami included as an Additional Insured

BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the proposer.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY REQUEST FOR PROPOSAL NUMBER AND/OR TITLE OF REQUEST FOR PROPOSAL MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this Agreement.

--If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

(4) Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Request for Proposal.

(5) The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Contractor in conjunction with the General and Special Terms and Conditions of the Request for Proposal.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Contractor.

EXHIBIT E

**CORPORATE RESOLUTIONS
AND EVIDENCE OF QUALIFICATION TO DO BUSINESS IN FLORIDA**

(To be provided upon document execution)

CORPORATE RESOLUTION

(This Resolution needs to authorize the signatory to sign)

WHEREAS, PST SERVICES, INC, a GEORGIA corporation, desires to enter into an agreement with the City of Miami for the purpose of performing the work described in the contract to which this resolution is attached; and

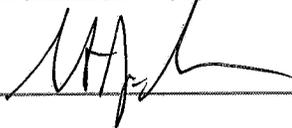
WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the bylaws of the corporation;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that this corporation is authorized to enter into the Agreement with the City, and the President and the Secretary are hereby authorized and directed to execute the Agreement in the name of this Corporation and to execute any other document and perform any acts in connection therewith as may be required to accomplish its purpose.

IN WITNESS WHEREOF, this 13 day of July, 2016.

PST SERVICES, INC ("Provider")

An GEORGIA (State) Corporation

By:  (sign)

Print Name: STEVEN J. SPOKANE

TITLE: VP, MARKETING & CUSTOMER RETENTION

_____ (sign)

Print Name: _____

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Foreign Profit Corporation**

PST SERVICES, INC.

Filing Information

Document Number	P28310
FEI/EIN Number	58-1953146
Date Filed	02/28/1990
State	GA
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	09/28/2000
Event Effective Date	NONE

Principal Address5995 WINDWARD PARKWAY
ALPHARETTA, GA 30005

Changed: 04/20/2016

Mailing AddressONE POST STREET
SAN FRANCISCO, CA 94104

Changed: 04/20/2016

Registered Agent Name & AddressCORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 10/07/2013

Address Changed: 05/31/2007

Officer/Director Detail**Name & Address**

Title Secretary, VP, Director

SAIA, JOHN G
ONE POST STREET
SAN FRANCISCO, CA 94104

Title Treasurer, Director

WOOD, BENJAMIN R
5995 WINDWARD PARKWAY
ALPHARETTA 30005 AF

Title President, Director

LEONARD, PATRICK J
2820 WATERFORD LAKE DRIVE
MIDLOTHIAN, VA 23112

Annual Reports

Report Year	Filed Date
2014	04/21/2014
2015	04/20/2015
2016	04/20/2016

Document Images

04/20/2016 -- ANNUAL REPORT	View image in PDF format
04/20/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
10/07/2013 -- Reg. Agent Change	View image in PDF format
04/26/2013 -- ANNUAL REPORT	View image in PDF format
05/01/2012 -- ANNUAL REPORT	View image in PDF format
03/07/2011 -- ANNUAL REPORT	View image in PDF format
03/23/2010 -- ANNUAL REPORT	View image in PDF format
05/04/2009 -- ANNUAL REPORT	View image in PDF format
05/06/2008 -- ANNUAL REPORT	View image in PDF format
05/31/2007 -- Reg. Agent Change	View image in PDF format
01/18/2007 -- ANNUAL REPORT	View image in PDF format
01/23/2006 -- ANNUAL REPORT	View image in PDF format
02/01/2005 -- ANNUAL REPORT	View image in PDF format
02/23/2004 -- ANNUAL REPORT	View image in PDF format
01/21/2003 -- ANNUAL REPORT	View image in PDF format
03/05/2002 -- ANNUAL REPORT	View image in PDF format
03/07/2001 -- ANNUAL REPORT	View image in PDF format
09/28/2000 -- Name Change	View image in PDF format
02/25/2000 -- ANNUAL REPORT	View image in PDF format
08/18/1999 -- Reg. Agent Change	View image in PDF format
05/10/1999 -- ANNUAL REPORT	View image in PDF format
04/29/1998 -- ANNUAL REPORT	View image in PDF format

[06/13/1997 -- ANNUAL REPORT](#)

[View Image in PDF format](#)

[04/18/1996 -- ANNUAL REPORT](#)

[View Image in PDF format](#)

[05/01/1995 -- ANNUAL REPORT](#)

[View Image in PDF format](#)

[Copyright © and Privacy Policies](#)
State of Florida, Department of State