

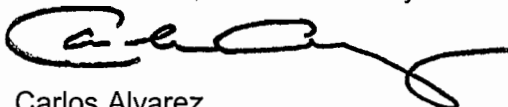
# Memorandum



**Date:** March 1, 2011

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

Agenda Item No. 8(O)(1)(E)

**From:**   
Carlos Alvarez  
Mayor

George M. Burgess  
County Manager



**Subject:** Recommendation for Approval to Award a Contract for Medical Transportation  
(Ambulance ) Services

## RECOMMENDATION

It is recommended that the Board of County Commissioners approve the award of this contract to provide medical transportation (ambulance) services, approve waiver of competitive bid procedures pursuant to 4.03(D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code, and waive the bid protest procedures pursuant to the requirements of Section 2-8.4 of the Miami-Dade County Code.

**CONTRACT NO:** Contract No. 692

**CONTRACT TITLE:** Medical Transportation (Ambulance) Services

**DESCRIPTION:** The County issued an open and competitive solicitation to obtain proposals from qualified firms to provide medical transportation services to respond to calls from County and municipal fire and police departments for Basic Life Support Level (BLS), and Advanced Life Support (ALS).

**TERM:** Three years with one, two-year option to renew

**ALLOCATION FOR AN EMERGENCY:** \$120,000 This amount is for a three-year period; a portion of this amount may be reimbursed by the Federal Emergency Management Agency (FEMA) for federally declared disasters.

If the County exercises the one, two-year option to renew, the total contract value will be \$200,000.

**USING/MANAGING AGENCY AND  
 FUNDING SOURCE:**

| Department                         | Allocation  | Funding Source | Project Manager |
|------------------------------------|---|----------------|-----------------|
| Department of Emergency Management | Transports shall be provided at no cost to the County. The Contractor bills the patient/insurance company/Medicare/Medicaid for services rendered.<br><br>\$120,000 is allocated in the event of a disaster; if the event is a Federally declared disaster reimbursement from FEMA will be pursued. | General Fund   | Charles Cyrille |

The allocation and funding source has been reviewed and approved by the Office of Strategic Business Management. There is no fiscal impact beyond what is stated in this award recommendation.

**DPM OFFICER:** Andrew Zawoyski, CPPO

**METHOD OF AWARD:** The Board of County Commissioners approved the rejection of proposals received in response to Request for Proposals No. 692 in order to conduct parallel negotiations with the two proposers which submitted proposals.

**VENDOR RECOMMENDED  
 FOR AWARD:**

| Vendor  | Address  | Principal        | Award  |
|---|--|------------------|--|
| Randle-Eastern Ambulance Service, Inc. d/b/a American Medical Response (Local Vendor) | 7255 NW 19 <sup>th</sup> Street<br>Miami, FL 33126 | Mr. Mark Bruning | Upon Board approval and following Mayoral veto period. |

**VENDORS NOT RECOMMENDED  
 FOR AWARD:**

American Ambulance Service and Medical Ambulance Service (a joint venture) Local Vendor.

**PERFORMANCE DATA:** There are no known performance issues with the recommended firm.

**COMPLIANCE DATA:** There are no known compliance issues with the recommended firm.

|  |  |
|--|--|
| <b>CONTRACT MEASURES:</b>                    | The Review Committee recommended a Small Business Enterprise selection factor for this solicitation.   |
| <b>LIVING WAGE:</b>                          | The services being provided are not covered under the Living Wage Ordinance.   |
| <b>USER ACCESS PROGRAM:</b>                  | The solicitation includes the 2% User Access Program provision.  |
| <b>LOCAL PREFERENCE:</b>                     | Applied in accordance with applicable ordinance, and did not affect the outcome.   |
| <b>ESTIMATED CONTRACT COMMENCEMENT DATE:</b> | Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.  |
| <b>DELEGATED AUTHORITY:</b>                  | If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, subsequent option-to-renew and other extensions in accordance with the terms and conditions of the contract. |

**BACKGROUND**

A Request for Proposals (RFP 692) was issued to obtain proposals to provide medical transportation services to respond to calls from County and municipal fire and police departments for Basic Life Support (BLS) and Advanced Life Support (ALS) services.

Services to be provided are established in the following Groups:

- Group 1: Urgent/Non Urgent Response – County and Municipal Fire Rescue Systems
- Group 2: Urgent/Non Urgent – Miami-Dade Corrections and Rehabilitation and Municipal Police Departments

Negotiations with Randle-Eastern Ambulance Services, Inc. d/b/a American Medical Response (AMR), the highest ranked proposer in the competitive procurement process, were not successful in that AMR could not continue to perform necessary services at no cost to the County given the terms and conditions of the solicitation. Negotiations with AMR were terminated. The County Manager then authorized the Negotiations Committee to proceed to negotiations with the second ranked firm American Medical Service Inc. and Medics Ambulance Service (an alliance of the two firms for the purpose of the RFP). Negotiations were not successful as the firm indicated they could not perform services without a financial subsidy from the County. There were no other proposers.

Based on the County Manager's recommendation presented on October 19, 2010, the Board of County Commissioners (via Resolution R-1047-10; copy attached) approved the rejection of proposals received in response to the referenced solicitation and authorized staff to conduct parallel negotiations with Randle-Eastern Ambulance Services, Inc. d/b/a American Medical Response, and the alliance of American Medical Service Inc. and Medics Ambulance Service.

The terms of the negotiated agreement with the recommended vendor offer a best value contract in the County's best interest. The contractual terms provide for no cost to the County for transports for Groups 1 and 2. The response times and associated liquidated damages are acceptable to the County and will ensure an appropriate level of customer service to meet the County's needs. In addition, zone-specific liquidated damages terms regarding response times were negotiated.

For emergency disaster response, an allocation of \$120,000 is included. This allocation would be used in the event of a disaster. If the event is a federally declared disaster, the County would seek reimbursement of costs through the FEMA.

As further detailed in the attached Report of Parallel Negotiations for RFP No. 692 - Medical Transportation Services, it is recommended that the Board approve an agreement with Randle-Eastern Ambulance Services, Inc. d/b/a American Medical Response.



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Assistant County Manager



# MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

DATE: March 1, 2011

FROM: R. A. Cuevas, Jr.  
County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(E)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's , 3/5's , unanimous  ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(O)(1)(E)  
3-1-11

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT IN THE AMOUNT OF \$120,000 WITH RANDLE-EASTERN AMBULANCE SERVICE, INC. D/B/A AMERICAN MEDICAL RESPONSE TO OBTAIN MEDICAL TRANSPORTATION SERVICES, WAIVING THE REQUIREMENTS OF SECTIONS 2-8.3 AND 2-8.4 OF THE MIAMI-DADE COUNTY CODE, PERTAINING TO FORMAL BID PROCEDURES AND BID PROTESTS, BY A TWO-THIRD VOTE OF THE BOARD MEMBERS PRESENT, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. 692

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the execution of an agreement in the amount of \$120,000.00 with Randle-Eastern Ambulance Service, Inc. d/b/a American Medical Response, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and all other rights contained therein, therefore, competitive bidding is waived in this instance pursuant to Section 5.03(D) of the Home Rule Charter by a two-third (2/3) vote of the Board members present.

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Furthermore, the Board waives the procedures contained in Section 2-8.3 and 2-8.4 of the County Code, pertaining to bid protests, by a two-third (2/3) vote of the Board members present.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

|                                     |                   |
|-------------------------------------|-------------------|
| Joe A. Martinez, Chairman           |                   |
| Audrey M. Edmonson, Vice Chairwoman |                   |
| Bruno A. Barreiro                   | Lynda Bell        |
| Jose "Pepe" Diaz                    | Carlos A. Gimenez |
| Sally A. Heyman                     | Barbara J. Jordan |
| Jean Monestime                      | Dennis C. Moss    |
| Natacha Seijas                      | Rebeca Sosa       |
| Sen. Javier D. Souto                |                   |

The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> day of March, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Edward Z. Shafer


# Memorandum



**Date:** January 25, 2011

**To:** George M. Burgess  
County Manager

**Thru:** Miriam Singer, CPPO  
Director  
Department of Procurement Management

**From:** Andrew Zawoyski, CPPO  
Chief Negotiator  
Negotiation Team 

**Subject:** Report of Parallel Negotiations for RFP No. 692 - Medical Transportation Services  
(Ambulance)

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## Recommendation

It is recommended that an agreement to provide medical transportation services be issued to Randle-Eastern Ambulance Service, Inc. d/b/a American Medical Response, as a result of parallel negotiations held between the two proposers which submitted proposals to Request for Proposals No. 692. It is also recommended that this award be presented to the Board of County Commissioners for a recommendation to approve this agreement.

## Background

Pursuant to Resolution R-1047-10 (copy attached) the Negotiation Committee (Committee) initiated parallel negotiations with the two proposers which submitted proposals for Request for Proposals (RFP) No. 692 to obtain medical transportation services for the Department of Emergency Management. The following steps were taken by the Committee to complete negotiations.

December 6, 2010: The Committee met to establish the proceedings to conduct parallel negotiations. The Committee decided to invite both proposers to a meeting to advise them of the proceedings, and to request that proposers submit an updated proposal. The proposers could consider all matters including response times, associated liquidated damages, numbers and types of vehicles, price considerations, and any enhancements the proposers felt would add value.

December 17, 2010: Meeting held with both proposers to establish procedure and response time for updated proposals.

December 23, 2010: Parallel Negotiations document (copy attached) issued to both Proposers. Submittal date for updated proposals was set for January 14, 2011, as requested by Proposers.

December 29, 2010: Additional information submitted to Proposers pertaining number of calls responded to by Miami-Dade Fire Rescue squads.

January 14, 2011: Updated proposals were received from both Proposers and were distributed to Committee.



January 19, 2011: Committee met to discuss updated proposals received and called both proposers to clarify certain items presented in proposals. Committee determined the updated proposal submitted by American Medical Response (AMR) offered the best value for the County (consensus statement attached). The Committee invited AMR to negotiate an agreement.

January 21, 2011: Committee completed negotiations and requested that AMR execute agreements.

**Synopsis of terms submitted in the two updated proposals**

American Ambulance Service/Medics Ambulance Service

- Cost to County - \$80 per transport cost.
- Number of Transports: That all basic life support ambulance transportation generated by Miami-Dade Fire Rescue be assigned to Proposer.
- Response times and associated liquidated damages: No response times submitted and requested that penalty structure be dropped (suggested that they would agree to "some type of appropriate penalty structure").
- No dedicated vehicles – Requested a total of 30 permits for vehicles.
- Enhancements – None submitted

Randle-Eastern Ambulance Service, Inc. d/b/a American Medical Response

Provided three options - Committee considered Option 1

- Cost to County - \$0 per transport cost.
- Number of Transports: Equal to or greater than the amount requested in 2010.
- Response times and associated liquidated damages.

With zone deployment\*:

Average Response time =/+ 12 minutes \$2,500 per month

Average Response time =/+ 10 minutes \$1,500 per month

Without zone deployment\*:

Average Response time =/+ 20 minutes \$2,500 per month

Average Response time =/+ 15 minutes \$1,500 per month

\*Zone deployment refers to parts ("zones") of the County that are more and less populous. In areas where there it is more populous the average response time will be less and in the less populous areas the average response time will be greater (as indicated above). The areas with and without zone deployment will be addressed at the time the Continuity of Operations Plan (COOP) is submitted to the County, after any award.

- Enhancements (The following enhancements were presented by the Proposer)
  - Two (2) Bariatric Units
  - ePCR
  - PowerPro Stretchers
  - Customized Branding
  - Liquidated Damages
  - Zone Deployment
  - Dedicated EMS Liaison

Based on the above details, the Committee unanimously agreed to invite Randle-Eastern Ambulance Service, Inc. d/b/a American Medical Response (AMR) to negotiations on January 21, 2011. An agreement was reached which included:

- No charge to County for transport;
- No specific amount of transports guaranteed to the provider;
- Three year base agreement and one two-year option to renew;
- The response times and associated liquidated damages as stated above;
- Performance Bond amounts were decrease from \$250,000 (Group 1) and \$100,000 (Group 2) to \$50,000 (Group 1) and \$10,000 (Group 2). All parties agreed that the greater amount was set years ago when the Contractor was providing all transport services and the County was paying the Contractor for services. The County does not pay the Contractor for Group 1 and Group 2 services and the number of calls for services has decreased from about 4500 per month to approximately 500 per month.
- A termination clause without cause to AMR, at the end of the first year. AMR would have the option to terminate the agreement after the first year, providing AMR gave the County a 120 day notice. While it is not anticipated that AMR will exercise this option, AMR requested this option just in case significant changes occurred in the marketplace which could jeopardize their ability to fulfill its obligations. AMR originally requested a 90 day notice, but agreed to the 120 day period.

**Negotiation Team:**

This report and recommendation is being provided on behalf of the negotiation team. The following individuals, as previously identified in the Report of the Evaluation/Selection Committee, participated in the negotiations:

Andrew Zawoyski, Chief Negotiator, Department of Procurement Management  
Charles Cyrille, Manager, Planning and Logistics Bureau, Department of Emergency Management  
Robert Palestrant, Division Chief, Miami-Dade Fire Rescue  
Kelly Duncombe, Contract Development Specialist, Small Business Department

**Attachments:**

Resolution R-1047-10  
Consensus Statement  
Parallel Negotiations Document



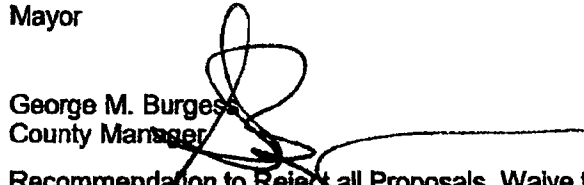
**Date:** October 19, 2010

**To:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

Agenda Item No. 8(O)(1)(B)

**From:**   
Carlos Alvarez  
Mayor

Resolution No. R-1047-10

  
George M. Burgess  
County Manager

**Subject:** Recommendation to Reject all Proposals, Waive the Competitive Bidding Process and Bid Protest Procedures, and Allow for Parallel Negotiations with the Two Proposers that Submitted Proposals: Medical Transportation Services (Ambulance)

**RECOMMENDATION**

It is recommended that the Board of County Commissioners reject all proposals received in response to the referenced solicitation, approve waiver of competitive bid procedures pursuant to 4.03(D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code, and waive the bid protest procedures pursuant to the requirements of Section 2-8.4 of the Miami-Dade County Code. Furthermore, it is recommended that the Board authorize staff to conduct parallel negotiations with Randle-Eastern Ambulance Services, Inc. d/b/a American Medical Response, and the alliance of American Medical Service Inc. and Medics Ambulance Service.

**CONTRACT NO:** RFP 692

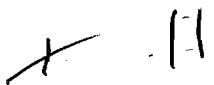
**CONTRACT TITLE:** Medical Transportation Services (Ambulance)

**DESCRIPTION:** The County issued an open and competitive solicitation to obtain proposals from qualified firms to provide medical transportation services (Ambulance) to respond to calls from the County and Municipal Fire and Police Departments for Basic Life Support Level (BLS), and Advanced Life Support (ALS) level response, and urgent/non urgent/stretchers services for Community Health Facilities.

**USING/MANAGING AGENCY AND FUNDING SOURCE:** Department of Emergency Management

**CONTRACT MEASURES:** The Review Committee recommended a Small Business Enterprise (SBE) selection factor for this solicitation.

**LIVING WAGE:** The services being provided are not covered under the Living Wage Ordinance.



- USER ACCESS PROGRAM:** The solicitation includes the 2% User Access Program provision.
- LOCAL PREFERENCE:** Applied in accordance with applicable ordinance, and did not affect the outcome.
- PROJECT MANAGER:** Charles Cyrille, Manager, Infrastructure & Recovery Bureau, Department of Emergency Management.

**BACKGROUND**

A Request for Proposals (RFP 692) was issued to obtain proposals to provide medical transportation services (ambulance) to respond to calls from the County and Municipal Fire and Police Departments (as stated below in Group categories) for the Basic Life Support (BLS), Advanced Life Support (ALS), and urgent/non urgent/stretchers services for Community Health Facilities.

Services to be provided are established in the following Groups:

- Group 1: Urgent /Non Urgent Response - County and Municipal Fire Rescue Systems
- Group 2: Urgent/Non Urgent - Miami-Dade Corrections and Rehabilitation and Municipal Police Departments
- Group 3: Urgent/Non Urgent/Stretchers Community Health Facilities

Negotiations with Randle-Eastern Ambulance Services, Inc. d/b/a American Medical Response (AMR), the highest ranked proposer, were held on January 5, February 2, and March 2, 2010. The negotiations were not successful in that AMR could not continue to perform necessary services at no cost to the County. Negotiations with AMR were terminated. The County Manager authorized the Committee to proceed to negotiations with the second ranked firm. The Negotiations Committee met with American Medical Service Inc. and Medics Ambulance Service (an alliance of the two firms for the purpose of this RFP) on March 26, and April 12, 2010. Negotiations were not successful as the firms could not perform services without a financial subsidy.

Both proposers cited the number of calls, the response times and associated liquidated damages as the major reasons for not being able to meet the County's current pricing. When the current agreements were executed in 2004, the County was requesting approximately 5,500 transports per month for Groups 1 and 2. With this many calls, the contractor was able to place a significant number of vehicles around the County to meet the response times and other requirements of medical transportation services. Over the last two years, the number of calls has dropped significantly. Recently, the call volume has decreased to approximately 1200 calls per month for Groups 1 and 2. The proposers advised staff that with the limited number of calls the County now requires, it is not feasible for the private companies to provide the required services without a County subsidy.

It is recommended that parallel negotiations begin with both proposers, and that the original requirements of the RFP be waived, to allow staff the opportunity to negotiate a contract for the services described for Groups 1 and 2 only, that will be in the best interest of the County.

Consideration for the parallel negotiations, following a waiver of the competitive process will include obtaining only Group 1 (Urgent /Non Urgent Response - County and Municipal Fire Rescue Systems) and Group 2 (Urgent/Non Urgent - Miami-Dade Corrections and Rehabilitation and Municipal Police Departments) services (Group 3 will be eliminated); a revised EMS Fee Schedule; pricing for two

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different scenarios pertaining to the number of transports requested by the County; and, potential modifications to the response requirements and associated liquidated damages. The County does not intend to pay for these services (as in the current contract for Groups 1 and 2).

Group 1 and Group 2: Only Groups 1 and 2 services will be negotiated as the County will eliminate Group 3 services.

Group 3: Group 3 (Urgent/Non Urgent/Stretcher Community Health Facilities) consists of urgent and non urgent transportation services. Requests for urgent calls will be made through 911 and will be handled by MDFR. For non emergency transport services, DEM and Miami-Dade Transit will educate the community health facilities on utilizing Special Transportation Services (STS) or a private ambulance company to service their needs.

Revised EMS Fee Schedule: The negotiations will include consideration of an increase to the current rate of reimbursement private companies can bill for transport services. Currently, the private medical transportation companies can bill private insurance companies, private pay patients and Medicare patients \$358.67 for BLS transport services. Medicare will pay 80% of the fee and require that the patient (or its supplemental insurance company) pay the remaining 20%. Medicaid pays a flat billing rate of \$197. Approximately 35% of the transport service billing is to Medicare and Medicaid. The negotiations committee will obtain information from the Consumer Services Department to determine a reasonable and acceptable increase to the current rate for these services. This rate will be used as a "ceiling" for the committee to consider in its negotiations. MDFR is presenting an increase to the rates it can charge for medical transportation services as part of their 2010-2011 budget.

Modifications to Response Levels and Liquidated Damages: The RFP required that the Proposer(s) meet certain response times to have an ambulance at the scene. If the private ambulance company does not meet the response times, they are assessed liquidated damages. The negotiations would include potentially modifying both the response times and the associated liquidated damages.

The Department of Emergency Services has advised the Municipalities participating in ambulance services contract that in the event the County is unable to execute an agreement by September 16, 2010, each of the municipal departments will need to determine on their own on how to provide transportation of patients within their service areas.

Any resulting contract will be brought back to the Board for approval.

Attachments

  
Assistant County Manager



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**Parallel Negotiations Committee Results Memo**

**RFP No. 692: Medical Transportation Services (Ambulance)**

The Negotiations Committee was tasked with the responsibility to complete parallel negotiations with the two proposers which submitted proposals in response to RFP 692, medical transportation services. The Negotiations Committee recommendation was conclusive. The Negotiations Committee recommends that the County award an agreement to Randle Eastern Ambulance Services, Inc. d/b/a American Medical Response (AMR).

The Negotiation Committee unanimously agrees that AMR be awarded an agreement as a result of:

AMR's updated proposal which included:

- Performing medical transportation services without any guaranteed numbers of calls for service at no charge to County;
- Agreeing to established average response times tied to liquidated damages;
- Proposer's past experience and performance of proposer.

Charles Cyrille – Manager, Planning and Logistics Bureau, Department of Emergency Management

Chief Robert Palestrant – Division Chief, Miami-Dade Fire Rescue

Kelly Duncombe – Contract Development Specialist 2, Small Business Department

**PARALLEL NEGOTIATIONS**  
**FOR**  
**MEDICAL TRANSPORTATION SERVICES**

**ISSUED BY MIAMI-DADE COUNTY:**  
Department of Procurement Management (DPM)  
for  
Department of Emergency Management

**COUNTY CONTACT FOR THIS REQUEST:**  
Andrew Zawoyski, CPPO, Contracting Officer  
Address: 111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-5663  
E-mail: [azawoy@miamidade.gov](mailto:azawoy@miamidade.gov)

SUBMITTALS ARE DUE AT THE ADDRESS SHOWN BELOW  
NO LATER THAN

**January 14, 2010 at 2:00 p.m. (local time)**

at

CLERK OF THE BOARD  
STEPHEN P. CLARK CENTER  
111 NW 1<sup>st</sup> STREET, 17<sup>th</sup> FLOOR, SUITE 202  
MIAMI, FLORIDA 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the Proposal Due Date.

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## **1. Summary**

Miami-Dade County, hereinafter referred to as the County, as represented by the Department of Emergency Management (DEM), and pursuant to County Resolution Number R-1047-10, copy enclosed (See Attachment 1) the County is initiating the parallel negotiations process with the two proposers that submitted proposals for RFP 692 (RFP) – Medical Transportation Services (Ambulance), namely (a) Randle-Eastern Ambulance Service, Inc. d/b/a American Medical Response; and (b) American Ambulance Service, Inc. and Medics Ambulance Service a joint venture. This document reiterates the process as discussed at the meeting held on December 17, 2010 at Miami-Dade County at which both proposers were in attendance.

## **2. The Process**

The County invites both proposers to submit, in writing, an update to the proposals submitted in response to the subject RFP. The update can include information concerning any enhancements the proposer wishes to present to the County that address any of the items/services listed in the Scope of Services/Form of Agreement of the RFP. An example of the updates that can be addressed include, response times (and any proposed liquidated damages the proposer is willing to include to support any statements made about response times), number of vehicles, upgraded equipment, the fee charged the County for ambulance services during Miami Dade County Emergency Operations Center activation periods, and/or any other services/terms stipulated in the RFP.

The County hereby advises the Proposers that there is no funding available to pay the selected contractor for the services provided. The County will consider including a provision in any agreement that would allow the selected proposer to charge fees similar to the fees charged by Miami Dade Fire Rescue in performing similar services. It is requested that the proposer address these fees in its response, a copy of these fees is attached herewith.

The current average monthly call request for the incumbent contractor is 1,275 per month and 43 per day. The average monthly call request for MDRFR squads is 2500. Their daily volume is 82.

It is the intent of the County to review responses received and determine which proposer's submittal to this request is deemed to be in the best interest of the County. It is hoped that as a result of this process the County can reach a successful agreement with the selected proposer to present to the Board of County Commissioners as a recommendation.

Please submit an original and four copies of any updated response to the Clerk of the Board by the due date and time as stated on the cover page of this document.

## **3. The Response**

The response to the County should be concise, specific and clear as to what the proposer is providing as an enhancement to its Proposal for RFP 692.



# **COVER PAGE OF RESPONSE**

(Include the following document with your Response)

**COVER PAGE OF RESPONSE**

|   |                          |                        |
|---|--------------------------|------------------------|
| <b>PROPOSER'S NAME (Name of firm, entity or organization):</b>  |                          |                        |
| <b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>  |                          |                        |
| <b>NAME AND TITLE OF PROPOSER'S CONTACT PERSON:</b>   |                          |                        |
| Name: _____   |                          | Title: _____           |
| <b>MAILING ADDRESS:</b>   |                          |                        |
| Street Address: _____   |                          |                        |
| City, State, Zip: _____   |                          |                        |
| <b>TELEPHONE:</b><br>(       )  | <b>FAX:</b><br>(       ) | <b>E-MAIL ADDRESS:</b> |
| <b>PROPOSER'S AUTHORIZED SIGNATURE</b>  |                          |                        |
| The undersigned hereby certifies that this proposal is submitted in response to this request to negotiate.  |                          |                        |
| <b>THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.</b> |                          |                        |
| Signed By: _____  |                          | Date: _____            |
| Print Name: _____   |                          | Title: _____           |

# **FEES CHARGED BY MIAMI DADE FIRE RESCUE**

PROPOSED FEE ADJUSTMENTS FOR SERVICES

| Fee Adjustments Current Fee Proposed Fee Dollar Impact                            | <u>FY 09-10</u> | <u>FY 10-11</u> |
|---|-----------------|-----------------|
| • Fees for Advance Life Support (ALS) Level 1<br>emergency medical transportation | \$425.93        | \$600.00        |
| • Fees for Basic Life Support (BLS)<br>emergency medical transportation           | \$358.67        | \$500.00        |
| • Ground mileage charge<br>for emergency medical transportation service           | \$ 10.00        | \$ 15.00        |
| • Fees for Advance Life Support (ALS)<br>Level 2 emergency medical transportation | \$616.47        | \$800.00        |

Contract No. 692

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between Randle-Eastern Ambulance Service, Inc. d/b/a American Medical Response, a corporation organized and existing under the laws of the State of Florida, having its principal office at 7255 NW 19<sup>th</sup> Street, Miami, FL 33126 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Medical Transportation Service (Ambulance), that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 692 and all associated addenda and attachments, and the Parallel Negotiations document, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated October 5, 2009, supplemented by letter dated January 6, 2011 hereinafter collectively referred to as the "Contractor's Proposal" and incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Medical Transportation Services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 692 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Randle-Eastern Ambulance Service, Inc. d/b/a American Medical Response and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 692 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

**ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

**ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

**ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on the date stated on top of Page 1 of this Agreement and shall be for the duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for one (1) two (2) year period. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

**ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**(1) to the County**

a) to the Project Manager:

Miami-Dade County  
Department of Emergency Management  
9300 NW 41<sup>st</sup> Street  
Doral, FL 33178  
Attention: Director  
Phone: (305) 468-5403

and,

b) to the Contract Manager:

Miami-Dade County  
Department of Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1974  
Attention: Director  
Phone: (305) 375-5548  
Fax: (305) 375-2316

**(2) To the Contractor**

Randle-Eastern Ambulance Service, Inc. d/b/a American Medical Response  
7255 NW 19<sup>th</sup> Street  
Miami, FL 33126  
Attention: Ms. Barbara Santiago, General Manager  
Phone: (305) 496 5072  
E-mail: [barbara.santiago@amr.net](mailto:barbara.santiago@amr.net)

With Copy To:  
Legal Department  
American Medical Response, Inc.  
6200 South Syracuse Way, Suite 200  
Greenwood Village, CO 80111  
Phone: 303.495.1217

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.



**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. There is no charge for services except for emergency services as defined in Appendix A item F9 and for Group 2 services pursuant to State and/or Federal Reimbursement guidelines (as further detailed in Article 41 Group 2). The County shall have no additional obligation to pay the Contractor any sum in excess of this amount, except for a change and/or modification to the Contract, or as required by State which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

**ARTICLE 8. PRICING**

Pricing for services is as follows:

**(a) GROUP 1**

URGENT AND NON-URGENT AMBULANCE RESPONSE FOR THE COUNTY AND MUNICIPAL FIRE SYSTEMS

1) Dollar amount to be paid per response/arrival is \$0.

**(b) GROUP 2**

URGENT AND NON-URGENT AMBULANCE RESPONSE FOR MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT AND MUNICIPAL POLICE DEPARTMENTS

1) Dollar amount to be paid per response/arrival is \$0, except as stated in Article 7, above.

The Contractor can bill third parties up to the rate amount currently being billed by Miami-Dade Fire Rescue and as stated in Parallel Negotiations document for services performed under Groups 1 and 2.

**(c) Disaster**

The Contractor can charge the County a fee of \$260 per transport (Appendix A, item F9).

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

**ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor agrees that under the provisions of this Agreement, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor in accordance with Article 8 above. All invoices shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the

time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

For Emergency Responses due to Disaster:

To:

Miami-Dade County

Department of Emergency Management

9300 NW 41<sup>st</sup> Street

Doral, FL 33178

Attention: Ambulance Contract Compliance Officer

For any Group 2 invoice:

Contractor shall forward to the Requesting Agency pursuant to Article 7, above.

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

**ARTICLE 10. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in

connection with the work, in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

D. Medical Malpractice Insurance in the name of the Contractor, in an amount not less than \$1,000,000.00. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. 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 "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.**

**NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, 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 County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

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 of the Contract, including any and all option years or extension periods that may be granted by the County. 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 County at a minimum of thirty (30) 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 County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

**ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

**ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

**ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its

employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager,

as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **ARTICLE 15. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

#### **ARTICLE 16. QUALITY ASSURANCE/LIQUIDATED DAMAGES**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in this Agreement. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

Miami-Dade County, through the County Manager or designee will assess Liquidated Damages against the Contractor as described in Appendix A, Attachment A.

#### **ARTICLE 17. AUDITS**

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

#### **ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### **ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written



consent of the County.

**ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

**ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with

using this information.

**ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**ARTICLE 23. TERMINATION AND SUSPENSION OF WORK**

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
  - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.



- f) All compensation pursuant to this Article are subject to audit.
- g) The Contractor may terminate this Agreement without cause, upon giving the County 120 days notice after completion of the first year of the Agreement.

**ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
  - i. the Contractor has not delivered Deliverables on a timely basis.
  - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
  - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
  - i. treat such failure as a repudiation of this Agreement;
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

**ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs, in the determination of the County, the County shall so notify the

Contractor ("Default Notice") in writing, specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

#### **ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprourement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

#### **ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that

it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

**ARTICLE 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

**ARTICLE 29. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

**ARTICLE 30. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be

formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

## **ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST**

### **a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**  
(Section 2-8-1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Section 2-8-1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**  
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**  
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**  
(Resolution R-738-92)
14. **W-9 and 8109 Forms**  
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**  
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**  
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**  
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

### **b) Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this

solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 32. INSPECTOR GENERAL REVIEWS**  
**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning



whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

### **ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**ARTICLE 34. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

**ARTICLE 35. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and

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entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

**ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

**ARTICLE 37. BANKRUPTCY**

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

**ARTICLE 38. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

**ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION**

Any person or entity that performs or assists Miami-Dade County 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 Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County 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 Contractor 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.

#### **ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)**

##### **a) User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

##### **b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

**c) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

**ARTICLE 41. CONTRACTOR COST RECOVERY FROM ENTITIES OTHER THAN MIAMI-DADE COUNTY**

Group 1

Miami-Dade County recognizes the right of the Contractor to bill entities other than Miami-Dade County for services described in this Agreement; these charges for service shall be in accordance with Chapter 4 of the Code of Miami-Dade County. The Contractor will retain all costs recovered through other entity billing. Billing practices are the responsibility of the Contractor. Billing practices shall comply with State of Florida and Federal billing laws, ordinances, and/or codes. Miami-Dade County reserves the right to audit all billing procedures and documents.

Group 2

The Contractor agrees to follow the collection procedures specified in Sections 951.032 and 901.35, Florida Statutes. Additionally, the Contractor agrees to make timely and good faith efforts to obtain reimbursement of all costs incurred by Miami-Dade County where the patient or an entity other than Miami-Dade County would otherwise be responsible for payment of such costs (private insurance, Medicaid, Medicare, etc). The Contractor agrees that when costs are recovered as described above, priority reimbursement to Miami-Dade County will be completed within thirty (30) days from receipt of the collection. This reimbursement will occur without regard for any collection agency fees paid by the Contractor. A spread sheet in a format approved by the Ambulance Contract Compliance Officer will be submitted monthly that will contain all service requests from Miami-Dade County, the status of private billing for each request, and all collections. Miami-Dade County reserves the right to inspect and/or conduct an audit to ensure compliance.

**ARTICLE 42. PERFORMANCE BOND BASED ON FIXED DOLLAR AMOUNT**

The Contractor to whom an award is made shall duly execute and deliver to the County a Performance and Payment Bond in the amount of \$50,000.00 for Group 1 and \$10,000.00 for Group 2. The Performance and Payment Bond Form supplied by the County shall be the only acceptable form. The completed form shall be delivered to the County within 15 calendar days after award by the Board of County Commissioners. If the Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions and the Contractor shall surrender its Bid Bond, and the County shall not accept any proposal from the Contractor for a twelve (12) month period following such default.

The following specifications shall apply to the bond required above:

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

| <u>Bond Amount</u>      | <u>Best Rating</u> |
|-------------------------|--------------------|
| 500,001 to 1,500,000    | B V                |
| 1,500,001 to 2,500,000  | A VI               |
| 2,500,001 to 5,000,000  | A VII              |
| 5,000,001 to 10,000,000 | A VIII             |

Over 10,000,000

A IX

B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Acceptable Sureties on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. In lieu of a Performance Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Metro Dade County during the life of this contract and as long as the funds are being held by Dade County.

F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

#### **ARTICLE 43. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: Mark Bruning

By: \_\_\_\_\_

Name: MARK BRUNING

Name: \_\_\_\_\_

Title: PRESIDENT

Title: \_\_\_\_\_

Date: 01/26/13

Date: \_\_\_\_\_

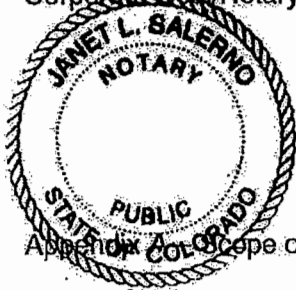
Attest: Janet L. Salerno  
Corporate Secretary/Notary Public

Attest: \_\_\_\_\_  
Clerk of the Board

MY COMMISSION EXPIRES APRIL 13, 2014

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency



\_\_\_\_\_  
Assistant County Attorney

Appendix C - Scope of Services

*EPS*

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## Appendix A

### 1.0 SCOPE OF SERVICES

#### 1.1 Introduction/Background

The Contractor shall provide medical transportation services (ambulance) as required herein. Throughout the performance of this Agreement the Contractor shall hold all appropriate certifications and continuously meet the requirements set forth by the State of Florida Departments of Health Emergency Medical Services, Bureau of Emergency Medical Services Advance Life Support and Basic Life Support, licensing required by the FCC and required by Section 64J-1 of the Florida Administrative Code, as may be amended.

Contractor will provide ambulance services to respond to calls from the County and Municipal Fire Departments at the Basic Life Support Level (BLS), and/or Advanced Life Support (ALS) level on as needed basis for Group 1, and Miami-Dade Corrections and Rehabilitation for Group 2, as needed.

Services shall be provided in the following categories:

Group 1: Urgent /Non Urgent Response Fire Rescue System

Group 2: Urgent/Non Urgent Miami-Dade Corrections and Rehabilitation

The County specifically makes no promises or guarantees concerning the number of urgent and non urgent runs or transports, quantities of patients or distance of transports associated with this Agreement.

#### 1.2 Definitions

- a) Ambulance Contract Compliance Officer - the County Manager or the duly authorized County representative designated to manage the Contract.
- b) Arrival Time - the time at which the ambulance arrives onsite at the physical address provided by the authorized agency requesting transportation. This can be confirmed by contacting the agency via phone upon arrival or direct contact with the requestor.
- c) Equipment – the medical equipment and supplies required on Vehicles as defined in Florida Administrative Code Section 64J-1, as amended.
- d) Requesting Agency – County and municipal Police and Fire Rescue, Corrections, and other authorized agencies designated in writing by the County Manager or designee.
- e) Vehicles – medical transportation units (ambulances) utilized to perform Services.

#### 1.3 Requirements and Services to be provided

The Contractor shall provide all services in accordance with all applicable Federal, State, and County laws, ordinances, regulations, and administrative codes governing the provision of medical transport vehicle services. In case of an emergency, the guidelines

## Appendix A

contained herein may be supplemented by instructions from the County or Municipal Fire Rescue Departments or other designated agency. The Contractor shall not refuse or delay transportation of any patient. The Contractor will also attend drills, exercises, and meetings conducted by such department.

### A. Continuity of Operations Plan (COOP)

The Contractor shall submit a final Continuity of Operations Plan (COOP) for approval prior to the County issuing a NTP (NTP) that will fulfill the arrival time requirements established by the County and shall include the components of the plan as listed below:

1. Plans and Procedures
2. Mission Essential Functions
3. Delegations of Authority
4. Orders of Succession
5. Devolution - The devolution section should address how the department will identify and conduct its essential functions in the aftermath of a worst-case scenario, one in which the leadership is incapacitated. The department should be prepared to transfer all of their essential functions and responsibilities to personnel at a different office or location.
6. Staging Area
7. Alternate Facilities
8. Interoperable Communications
9. Vital Records and Databases
10. Logistics and Administration
11. Personnel Issues and Coordination
12. Reconstitution
13. Testing, Training and Exercising
14. Health Emergency
15. Program Management

### B. Deployment Plan

The Contractor shall submit a final Deployment Plan for approval prior to the County issuing an NTP that will fulfill the arrival time requirements established by the County and shall include:

- 1) Detail Selected Contractor's 24 hour system status management strategies.
- 2) Detail mechanisms utilized by Contractor to meet the demand for ambulance response during peak periods or unexpected unusually high call volume times.
- 3) Include a current map identifying proposed ambulance station or post locations.
- 4) Provide any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

The Contractor shall redeploy or add additional ambulance hours if performance standards are not met and the Ambulance Contract Compliance Officer is notified by end users of delayed or extended response times. Upon notification by the Ambulance Contract Compliance Officer the Contractor shall submit proposed changes in the Deployment Plan in writing to the Ambulance Contract Compliance Officer within 30 days of written notification by the Ambulance Contract Compliance Officer.



## Appendix A

### **C. Estimated Time of Arrival**

The Contractor for Groups 1 and 2 will provide an estimated time of arrival (ETA) when a request for an ambulance is made by the Fire Rescue/Police/Correction Dispatcher ("Dispatcher"). The Dispatcher may cancel the request, without penalty to the Contractor, if the ETA is unacceptable to the on-scene requestor. The response times are as stated in Attachment A to this Appendix A.

The Contractor shall provide a Performance Report on a bi-weekly basis to the Ambulance Contract Compliance Officer, which shall contain at a minimum the following: time call received, estimated time of arrival, time vehicle is dispatched, station and vehicle number, Contractor's and authorized agency dispatch/voucher numbers, type of call, name of patient, location of patient, destination address, time arrived on-scene, computation of response time, computation of response time in excess of performance standard, when applicable, reassignment, if applicable, and detailed charges for calls. The Fire Rescue representative or the Requesting Agency representative shall announce their arrival to the Fire Rescue dispatch office or the central dispatch office or enter the arrival time for the official dispatch record log. This procedure and time log shall be recognized as the official and only time record.

### **D. Hours of Operation**

The Contractor shall provide:

#### Groups 1 and 2

Service (24) twenty-four hours a day, (7) seven days a week every day of the term of the contract.

### **E. Transportation Destinations**

The Contractor shall bill all transports beginning from the point of origin (the requested pick up location) and ending with the destination, both respectively being determined by the Requesting Agency. At no time shall the Contractor or its personnel alter or attempt to alter the destination determined by the Requesting Agency. Notwithstanding the foregoing: the Contractor shall not be required to transport patients to a destination outside of Miami Dade and Broward Counties. If the patient becomes critical or unstable, as determined by the Contractor personnel conducting patient care, the Contractor shall transport the patient to the nearest 911 receiving facility.

### **F. Personnel**

The Contractor shall ensure that:

- 1) Each in-service vehicle shall be staffed by personnel adequately trained and who possess the necessary skills and abilities to perform all duties required hereunder in accordance with applicable Florida Statutes, Florida Administrative Code, Miami-Dade County Code, Ordinances and Regulations and Federal standards as they now exist or as may be amended.
- 2) All drivers shall possess a valid driver's license issued by the State of Florida and shall maintain a good driving record through the term of employment with the Contractor. The Contractor shall at a minimum, review each person's driving record semi-annually. Any person that has pled Nolo contendere, pled guilty, been found guilty, or been convicted (regardless of whether adjudication has been withheld) of three or more moving violations during any one-year period or

## Appendix A

otherwise does not meet the requirements of Chapter 4 and 31 of the Miami-Dade County Ordinance Code shall be removed from driving responsibility.

- 3) All personnel are properly uniformed to present a neat, clean and professional appearance at all times. The uniform color and insignia are to be approved by the Ambulance Contract Compliance Officer prior to commencement of service. The Contractor shall require such personnel to wear visibly on their person at all times while on duty, an identification badge to include the employee's picture, name, level of State certification, and Contractor's name.
- 4) Employees that interface with the public shall be able to communicate in English, both written and oral.
- 5) A full-time Project Manager is designated who shall be responsible for the Contractor's performance and responsibilities under this Agreement. The Contractor's Project Manager is subject to the written approval of the County. The Project Manager shall serve as the daily single point of authority for resolution of complaints and shall assure that service is provided uniformly. The Project Manager shall be available on a 24-hour basis. The title, name, and telephone number to contact this person shall be provided with the required documents for this proposal.
- 6) The Contractor shall file a personnel in-service training program for new employees, as well as, an on-going driver-training program with DEM within five (5) business days of the NTP. The Contractor shall assure compliance with the standards and requirements of this Agreement, specifically this Appendix A. Contractor shall ensure that field personnel are properly trained and oriented before being assigned to respond to medical requests generated herein. The orientation shall include, at a minimum, an EMS system overview; EMS policies and procedures including patient destination, trauma triage and patient treatment protocols; radio communications with and between the ambulance, base hospital, receiving facilities, and dispatch center; map reading skills, including key landmarks, routes to hospitals and other major receiving facilities; response areas within the County; and ambulance Equipment utilization and maintenance, in addition to the Contractor's policies and procedures. Contractor shall be responsible for ensuring that this standard is met. Each employee of the Contractor shall complete this training program prior to providing Services under this Agreement. Proof of completion for this training program shall be required upon request from Miami-Dade County Department of Emergency Management, Department of Corrections, or other participating agency under this Agreement.
- 7) All employees of the Contractor shall be considered the sole employees of the Contractor under its sole direction and not an employee or agent of Miami-Dade County. The Contractor shall supply competent and physically capable employees.
- 8) Contractor shall employ a medical director who shall be a board certified emergency physician in the State of Florida and who shall monitor the day-to-day activities of Contractor's training department, to include continuing education programs and the preceptor program and shall advise Contractor's Operations Manager regarding field operations and pre-hospital medical care. The medical

## Appendix A

director shall provide medical oversight of the emergency medical dispatch program. Contractor's medical director shall cooperate with County's EMS Medical Director.

- 9) In the event of a Disaster the Contractor will provide a properly trained operations person to the Miami Dade County Emergency Operations Center (EOC) - for the duration of the EOC activation period - to assist in the coordination and transportation of the evacuation and repatriation of special needs clients on the Miami-Dade County Emergency Evacuation Assistance Program registry. The Contractor personnel shall perform as part of the Incident Command System which is a part of the Miami-Dade County Comprehensive Emergency Management Plan. The fee the Contractor can charge the County for these services shall be \$260 per transport. If the Contractor deems it necessary to sub-contract, the Contractor shall be held to the provisions of Article 20: "Subcontractual Relations" (in the Form of Agreement) and shall be solely responsible for payment to sub-contracted parties for services rendered.
- 10) During a disaster the Contractor will be released, at the discretion of the Ambulance Contract Compliance Officer, from response time performance requirements for all responses, including any response time Liquidated Damages.

### **G. Compensation**

With respect to any compensation to the Contractor, the Contractor shall ensure that:

- 1) Requests for payment are in a form designated and approved by the County's designated Ambulance Contract Compliance Officer. The request shall be filed electronically bi-weekly with the Ambulance Contract Compliance Officer.
- 2) Each request for payment shall be in statement form, with each invoice listed by number, date, authorizing log, or voucher number, patient name, pick up location, drop off location, pick up time, and drop off time.
- 3) Miami-Dade County will pay each request for payment after review and approval by the Ambulance Contract Compliance Officer.

### **H. Performance Standards/Response Times** – Urgent/Non-Urgent Response Requests - The Contractor shall ensure that Performance Standards/Response times are met as stipulated in Attachment A to this Appendix A.

### **I. Response Time Exceptions**

In some cases late responses will be excused from financial Liquidated Damages and from response time compliance reports. These excuses shall be for good cause only, as determined by the County. The burden of proof that there is good cause for the excuse shall rest with the Contractor and Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exceptions shall be considered on a case-by-case basis. Contractor shall file a request for each response time excuse with DEM within fifteen (15) days of the date of the occurrence. Such request shall list the date, the time, and the specific circumstances causing the delayed response.

## Appendix A

### J. Quality Assurance and Liquidated Damages

Contractor shall meet response times as stated in Attachment A to this Appendix A. Contractor is subject to the Liquidated Damages are as defined in Appendix A, Attachment A.

Contractor shall retain and make available for inspection by the County during the term of the agreement and for at least a three-year period from expiration of the executed contract all documents and records required and described herein.

At any time during normal business hours, and as often as may reasonably be deemed necessary, the Ambulance Contract Compliance Officer and/or MDFR representatives may observe the Contractor's operations. Additionally, the Contractor shall make available for County examination and audit invoices, daily logs and other data related to all matters covered herein.

### K. Communication System

The Contractor shall provide the following:

- 1) Each ambulance operated pursuant to this Agreement must have a two-way radio, operating on an independent radio frequency, licensed by the Federal Communications Commission (FCC). This system shall be capable of two-way communications between the Contractor's Vehicles and all locations within Miami-Dade County. In addition, each such ambulance shall have a second system providing two-way radio communication to hospitals on all designated medical channels licensed by the FCC for ambulance to hospital communication.
- 2) Each such ambulance unit must be equipped with radio communications equipment capable of receiving and transmitting on a radio frequency designated by Miami-Dade Fire Rescue Department mutual aid use. In addition, each driver staffing Vehicles shall be accessible to the Selected Contractor's dispatcher by pager/Cell Phone/some other electronic way. The Contractor shall provide a list of all drivers' pagers/cell phone numbers/whatever electronic is used list to DEM and update as necessary to ensure the County has the most current list.

### L. Base Station

The Contractor shall ensure that:

- 1) Its base station is in constant radio communication with all in-service Vehicles. A dispatcher that is familiar with ambulance transportation operations, County geography, emergency, and administrative procedures of the County and its municipalities is on-duty during operating hours. The dispatcher shall be knowledgeable in emergency terminology and procedures and be fluent in English.
- 2) It has a telephone system with a Miami Dade County local phone access number and is sufficiently staffed to fulfill the Contractor's obligations under the Agreement.
- 3) There are tape recordings of all radio and telephonic service related conversations received through the communications center requesting ambulance service. Said tapes shall be maintained for at least sixty (60) days.

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Copies of specific tapes shall be maintained for longer periods if requested by the County. Any tape requested by the County shall be provided within seventy-two (72) hours.

- 4) The Base Station shall have a computer aided dispatch system in place that will incorporate or have the following elements:
  - a. Incident information - This is a database of the incident data, usually obtained from a telephone caller, and including the location (house number and street name, commonplace name, intersection), caller info, and other information gathered by the dispatcher.
  - b. Unit Display - CAD has a database of personnel and field units, which is used to display a list of active units. This database includes the unit ID, assigned personnel, special capabilities (ALS, BLS, etc.). The database is linked to the incident database, allowing the dispatcher to display unit status: in-service, out-of-service, etc.
  - c. Incident Dispatch - With information about incidents and units, the dispatcher can link an incident to one or more field units, which essentially assigns the units to the incident. Most CAD software will provide a recommendation of which units should respond, based on pre-determined tables or a unit's actual location.
  - d. Time Stamping - whenever the dispatcher takes an action (enter a new incident, dispatch a unit, unit arrives on-scene, etc.), the computer records that time and links it to the incident and unit records for later review.
  - e. Report Generation - to help analyze incident and unit activity, CAD allows production of reports listing all types of information, by ranges of date and time, and sorted by various fields.
  - f. Maintenance - The software allows the system administrator to create and edit the various support files, and to make data back-ups of the various files.

### M. System Status Quality Program

The Contractor shall establish and maintain a system status quality program, including:

- 1) A system to identify response time performance problems in order to identify underlying causes and to mitigate them. Ambulance schedules, deployment and number of hours deployed will be reviewed and adjusted as needed.
- 2) A System Status Management review and quality improvement report to be submitted within thirty (30) days upon the written request by the Ambulance Contract Compliance Officer.

### N. Ambulance Equipment

The Contractor shall ensure that:

- 1) All Equipment as required by the State of Florida Department of Health Administrative Code 64J-1 and as may be amended, shall be in safe and in good repair and working order at all times. All Equipment shall be appropriately maintained throughout the period of performance.
- 2) Contractor shall have sufficient Equipment and expendable supplies so that there is a sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.

## Appendix A

3) All Equipment utilized by the Contractor shall be the sole property of said Contractor. The Contractor shall not possess Equipment that is the property of any entity utilizing said contract, unless granted express permission.

### **O. Transport Service Records**

The Contractor shall maintain:

- 1) A detailed log for each vehicle. This log shall contain the on-duty attendants' names, date, time call received, location of call, destination, and Requesting Agency. This log shall also contain any information not listed and required by County, State, or Federal Guidelines. The County Manager or designee reserves the right to require modification to this log any time during any period of performance. All logs shall be provided upon request from the County Manager or designee.
- 2) A dispatch log that shall contain the date, time, name of operator on-duty, time call received, nature of call, Requesting Agency, request location, unit dispatch time, unit reported arrival time, and call number. This log shall also contain any information not listed and required by County, State, or Federal Guidelines. The County Manager or designee reserves the right to require modification to this log any time during any contract period. All logs shall be provided upon request by the County Manager or designee.

### **P. Vehicle Maintenance**

Contractor shall submit a final vehicle maintenance program and provide the locations where maintenance services will be performed in writing to the County. Records of vehicle maintenance shall be submitted to the County on an annual basis.



Attachment A to Appendix A

Proposal to Provide Medical Transportation Services to Miami-Dade County

AMR - Serving the County for Nearly 50 Years

RATES / SUBSIDY

ADJUSTED LEVEL OF SERVICE REQUESTS

| YEARLY REQUESTS FOR SERVICE     | SUBSIDY PER REQUEST | MAX. YEARLY SUBSIDY |
|---------------------------------|---------------------|---------------------|
| 2010 Total Requests for Service | \$0.00              | \$0.00              |

| ENHANCEMENTS            |
|-------------------------|
| Two (2) Bariatric Units |
| ePCR                    |
| PowerPro Stretchers     |
| Customized Branding     |
| Liquidated Damages      |
| Zone Deployment         |
| Dedicated EMS Liaison   |

| RATES             |
|-------------------|
| County Fire Rates |

| LIQUIDATED DAMAGES<br>(measured monthly with zone deployment)    |                   |
|--|-------------------|
| Average Response Time +/- 12 minutes                             | \$2,500 per month |
| Average Response Time +/- 10 minutes                             | \$1,500 per month |
| LIQUIDATED DAMAGES<br>(measured monthly without zone deployment) |                   |
| Average Response Time +/- 20 minutes                             | \$2,500 per month |
| Average Response Time +/- 15 minutes                             | \$1,500 per month |

**MIAMI-DADE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
OFFICE OF THE COMMISSION AUDITOR**



Legislative Notes

**Agenda Item:** 8(O)1(E)  
**File Number:** 110246  
**Committee(s) of Reference:** Board of County Commissioners  
**Date of Analysis:** February 4, 2011  
**Type of Item:** Medical Transportation (Ambulance) Services – Contract No. 692

**Summary**

This resolution authorizes the County Mayor or his designee to execute an agreement with Randle-Eastern Ambulance Service, Inc. d/b/a American Medical Response (AMR) to obtain medical transportation services for a three (3) year term with one (1), two-year option to renew (OTR). Additionally, this resolution authorizes the County Mayor or his designee the authority to exercise subsequent OTR and other extensions in accordance with the terms and conditions of this contract.

This resolution also waives the requirements of §2-8.3 and §2-8.4 of the Miami-Dade County Code (Code), pertaining to formal bid procedures and bid protests. These sections of the Code may be waived by a 2/3 vote of the Board members present.

**Background and Relevant Legislation**

| Date     | Legislation | Summary of Legislation   |
|----------|-------------|--|
| 12/14/14 | R-1479-04   | <p>The Board of County Commissioners (BCC) authorized execution of agreements with AMR and MCT Express, Inc., d/b/a Miami Dade Ambulance Service (MCT) to provide medical transportation (ambulance) services for one (1) year with three (3) one-year OTR, expiring March 23, 2009 (with the authorization of subsequent OTR'S).</p> <p>Services under this contract were divided between three (3) agreements:</p> <ul style="list-style-type: none"> <li>• <u>Group A</u> – Awarded to AMR for urgent /non-urgent response for County and Municipal Fire Rescue System;</li> <li>• <u>Group B</u> – Awarded to AMR for urgent/non-urgent response Miami-Dade Corrections and Municipal Police Departments; and</li> <li>• <u>Group C</u> – Awarded to MCT for urgent/non-urgent community health facilities.</li> </ul> <p>The services provided under Group A and B were at no cost to the County. AMR</p> |

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|          |   |  |
|----------|---|--|
|          |   | was compensated from sources other than the County, including private payees and/or insurance companies. The services provided under Group C were at a rate of \$27.47 per call (\$24,723 annually based on 75 calls per month).   |
| 3/3/09   | R-187-09  | <p>Modification to contract providing the following changes:</p> <ul style="list-style-type: none"> <li>• <u>Group A</u> - a modification to the liquid damages provision and a time only extension of one (1) year, expiring March 16, 2010;</li> <li>• <u>Group B</u> - a time only extension of one (1) year, expiring March 16, 2010; and</li> <li>• <u>Group C</u> - \$40,000 in additional spending authority and a time extension of one (1) year, expiring March 16, 2010.</li> </ul> <p>The modification extended the allowable response time of ambulances and adjusted when the penalties were applied. Although R-187-09 addressed the issue that AMR was accruing penalties, it did not apply a mechanism to enhance response time. <b>According to the County Manager's memo dated March 3, 2009, AMR paid \$1,221,012 in liquidated damages for not meeting response times under service agreement for Group A.</b></p>                 |
| 3/16/10  | Temporary Bridge Contract No. TBW9277-0/10 awarded internally by DPM <sup>1</sup> . | <p>A temporary bridge contract was put in place for a six (6) month term, from March 17, 2010 to September 16, 2010.</p> <p><b>This temporary bridge contract <u>eliminated</u> the penalties for response times.</b></p>  |
| 9/15/10  | Temporary Bridge Contract No. TBW9277-0/10 awarded internally by DPM.               | <p>The temporary bridge contract was extended for an additional six (6) months, from September 16, 2010 to March 15, 2011.</p> <p>Similar to the previous bridge contract, the extension was awarded internally by DPM to AMR. However, under the extension, <b>Group C was not extended.</b></p>  |
| 10/19/10 | R-1047-10   | <p>Under R-1047-10, the BCC rejected all proposals received in response to the solicitation for RFP 692; and authorized parallel negotiations with the two (2) vendors: (1) AMR, and (2) the alliance of American Medical Service Inc. and Medics Ambulance Service.</p> <p>The response times and potential liquidated damages under RFP 692 were almost identical to those provided under the original contract; however, there are differences which are noted below:</p> <ul style="list-style-type: none"> <li>• The original contract applied penalties for Groups A and B to both urgent and non-urgent response requests. Under RFP 692, liquidated damages are applied only to urgent response times for Groups A and B.</li> <li>• The original contract for Group C did not specify penalties for pre-arranged pick up and/or return times. Under RFP 692, penalties are specified for pre-arranged pick up and/or return times.</li> </ul> |

<sup>1</sup> Department of Procurement Management

The recommended award for Contract No. 692 is the result of the parallel negotiations conducted as authorized by Resolution No. 1047-10. Under parallel negotiations, the following changes were considered:

- **Elimination of Group C (which was not extended under the current Temporary Bridge Contract No. TBW9277-0/10);**
- A revised EMS fee schedule with fee increases;
- Pricing for two (2) different scenarios pertaining to the number of transports requested by the County; and
- Potential modifications to the response requirements and associated liquidated damages.

### **Fiscal Impact**

Contract No. 692 is for a term of three (3) years with a possible allocation of \$120,000 in the event of a disaster, and includes one (1) two-year option to renew (OTR) period. The cumulative contract total, including the subsequent OTR is \$200,000.

According to Appendix A of this contract, in the event of a disaster, AMR will provide a trained operations person to the Miami-Dade County Emergency Operations Center (EOC) to assist in the coordination and transportation of the evacuation and repatriation of special needs clients on the Miami-Dade County Emergency Evacuation Assistance Program registry in the event of a natural disaster. AMR can charge the County \$260 per transport for these services, a portion of which may be reimbursed by the Federal Emergency Management Agency (FEMA).

### Estimated Time of Arrival and Liquidated Damages

According to Attachment A to Appendix A, liquidated damages will be measured monthly based on average response time and whether zone deployment was utilized (File No. 110313).

### Zone Deployment

According to the Department of Emergency Management, zone deployment is a proposed manner of service by the vendor that would concentrate a dedicated number of ambulance units in areas within the County identified as highest service demand or geographically isolated areas. This system would be implemented by establishing concentric response zones with tiered minimum response times enforced by the assessment of liquidated damages or by identifying areas within the County defined by geographic borders where minimum response times would be established and again enforced by the assessment of liquidated damages.

The model implemented would be mutually agreed upon by Miami-Dade Fire Rescue and the vendor in order to ensure balanced response times countywide.

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