

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

295-10138

Medical Direction Services



Jim Hemphill

954-828-5143

Bid 295-10138 Medical Direction Services

Bid Number 295-10138
 Bid Title Medical Direction Services

 Bid Start Date Sep 8, 2008 9:54:37 AM EDT
 Bid End Date Sep 22, 2008 2:00:00 PM EDT
 Question & Answer End Date Sep 16, 2008 5:00:00 PM EDT

 Bid Contact Jim Hemphill
 Sr. Procurement Specialist
 Procurement Department
 954-828-5143
 jhemphill@fortlauderdale.gov

 Contract Duration 3 years
 Contract Renewal 2 annual renewals
 Prices Good for 90 days

Bid Comments The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide MEDICAL DIRECTION SERVICES for the City's FIRE/RESCUE DEPARTMENT in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Item Response Form

Item 295-10138-1-01 - Medical Direction Services
 Quantity 12 month
 Unit Price
 Delivery Location City of Fort Lauderdale
See RFP Specifications
See RFP Specifications
 Fort Lauderdale FL 33301
 Qty 12

Description

Contractor proposes to provide the services as specified in the Technical Specifications/ Scope of Services Section of the RFP and in Exhibit

"A" for the following fee paid on a contract monthly basis in assears

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City uses automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with RFP Depot in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact RFP Depot. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including

Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible

- property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding

process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this

section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide MEDICAL DIRECTION SERVICES for the City's FIRE/RESCUE DEPARTMENT in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by RFP Depot. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of RFP Depot Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

03. TRANSACTION FEES:

THE CITY OF FORT LAUDERDALE WILL USE RFP DEPOT (www.rfpdepot.com) TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. THERE IS NO CHARGE TO VENDORS/CONTRACTORS TO REGISTER AND PARTICIPATE IN THIS SOLICITATION PROCESS.

EFFECTIVE NOVEMBER 1, 2005, AWARDED VENDOR(S) WILL BE EXEMPT FROM PAYING THE RFP DEPOT TRANSACTION FEE OF ONE PERCENT (1%) OF THE TOTAL AWARDED AMOUNT, (2% ON AGGREGATED BIDS) FOR GOODS AND/OR SERVICES AWARDED TO THE VENDOR.

04. ELIGIBILITY

To be eligible to respond to this Request for Proposal the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this RFP.

05. INTERPRETATION OF BIDDING DOCUMENTS:

Only the interpretation or correction so given by the Director of Procurement, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP documents.

06. RESERVATION FOR REJECTIONS AND AWARD

The City of Fort Lauderdale reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interest of the City. The City further reserves the right to award the contract on a 'split order' basis, or such combination as shall best serve the interests of the city unless otherwise specified.

07. CONFLICT OF INTEREST

All possible Company / City Employee conflict of interest must be disclosed.

08. GOVERNING PROCEDURES

This proposal is governed by the applicable sections of the City's Code of Ordinances. A copy of the code is available for review at the City Clerk's Office.

09. LOBBYIST ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>

SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 11/04 (GC) are included and made a part of this RFP as Exhibit "A".

02. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

04. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

05. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

06. FAMILIARITY WITH LAWS

All proposers are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of this proposal.

07. CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material that is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

08. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of

being placed on the convicted vendor list.

NOTE: Proposer, by submitting a proposal attests they have not been placed on the convicted vendor list.

09. AVAILABILITY OF FUNDS

The obligations of the City under this award are subject to the availability of fund lawfully appropriate and budgeted for this project.

10. AWARD

The City of Fort Lauderdale will be the sole judge in determining if the service provider proposed meets our requirements. The City reserves the right to award to that proposer which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to the specifications and in the solicitation procedure.

11. CONTRACT PERIOD:

The initial contract term shall commence upon final execution of the contract by the City and shall be for a THREE (3) year period. The City reserves the right to extend the contract for two (2) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement Director. The City may extend the Contract on a month-by-month basis, up to a maximum of 6 months, under the same terms and conditions if it is in the City's best interest. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

12. COST ADJUSTMENTS:

The cost as proposed and accepted by the City shall remain firm for the initial contract term. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry and are properly documented. But unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage (%) increase in the All Urban Consumers Price Index (CPU-U) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest Index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

13. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

14. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator shall develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.

Non-compliance either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wished to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

15. RELATED EXPENSES/TRAVEL EXPENSES

All related expenses chargeable to the City, such as supplies, printing, binders, etc shall be passed through at Contractor's cost. Related expenses shall not include any postage, telephone toll charges, or other charges incurred in the normal course of business.

Any travel out of the tri county (Dade, Broward and Palm Beach Counties) area shall be in accordance with current City per diem rates and travel policy. No costs for travel, meals, or accommodations shall be charged to the City for travel within the tri county area unless the Contractor's office assigned to the project is located outside this area.

Contractor shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.

Contractor shall provide, if required by the City, documentation of all actual travel or related costs.

16. TAXES AND PERMITS:

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political

subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

17. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES

17.1 Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

17.2 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

18. MODIFICATION OF SERVICES (Deletions / Additions)

18.1 The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

18.2 If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

19. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

20. INSURANCE

Applicant must provide evidence of Medical Malpractice Insurance, with minimum limits of \$1,000,000 each claim and \$3,000,000 aggregate, which shall also include the interests of the City of Fort Lauderdale for any claims arising out of this agreement. The City of Fort Lauderdale retains the right to accept or reject the carrier provided by the Applicant. Alternatively, Applicant may submit Malpractice Coverage with a carrier having a BEST's rating of not less than Class A - VIII.

Applicant must also provide evidence of Workers' Compensation Insurance for the benefit of Applicant's employees. The requirement for Workers' Compensation will only be waived if the Applicant has no employees.

Applicant must also provide evidence of Commercial General Liability Insurance with limits of not less than \$500,000, which shall also include the interests of the City of Fort Lauderdale as an additional insured for claims arising out of Applicant's operations.

All certificates of insurance shall contain 30 days notice to the City of Fort Lauderdale of any material change or cancellation of any policies.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract.

The City shall be named as an additional insured for Commercial General Liability, only. All certificates of insurance must be submitted to the Purchasing Division and be approved by the City's Risk Manager prior to commencement of any work.

21. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

22. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

23. ANTI-COLLUSION STATEMENT

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES**01. POSITION:**

MEDICAL DIRECTOR / Fire-Rescue Department E.M.S. Services

This is responsible medical and administrative oversight for the City of Fort Lauderdale's delivery of Basic and Advanced Life Support (ALS) Emergency Medical Services (EMS) by Paramedics (PM) and Emergency Medical Technicians (EMT), via the City Fire-Rescue Department; where personnel perform various medical emergency procedures, under the direction of a board certified, and licensed Florida Emergency Physician or Medical Doctor (MD), according to the Medical Practice Act of the State of Florida.

02. PURPOSE:

The purpose of the position shall be for the contractual employment of a supervising physician to provide Medical Direction (MD) services to the City emergency medical services ALS/BLS programs and all personnel, in accordance with Florida Statute 395/401 and DOH Rules and Regulations 64E-2, Broward County Code 3.5, and the requirements of the City of Fort Lauderdale.

03. MINIMUM QUALIFICATIONS/REQUIREMENTS:

- A. **CERTIFICATIONS:** Applicant must possess a valid certification as a State of Florida Department of Professional Regulation (DPR), licensed Physician (MD), board certified in Emergency Medicine by the American Medical Association (AMA).
- B. **EXPERIENCE:** It is desirable that the applicant have at least five (5) years experience of progressively responsible authority, as
- (1). The supervising Physician of a Florida licensed ALS/BLS Emergency Medical Service; in an EMS delivery system similar in complexity to the City of Ft. Lauderdale or
 - (2). Florida Hospital Emergency Department affiliation in the Dade, Broward or Palm Beach County area, with considerable direct interface to pre-hospital ALS providing fire-rescue departments; applicant by virtue of past experience, must be knowledgeable of the duties and responsibilities of an EMS System Medical Director, including the requirements by Statute and Administrative Rules in the State of Florida.
- C. **KNOWLEDGE:** Applicant must possess knowledge of State, County and municipal laws, ordinances, rules and regulations relating to all aspects of Emergency Medical Services.
- D. **ADDITIONAL TRAINING:** Applicant must possess valid provider and/or instructor certifications in American Heart Association Advanced Cardiac Life Support (ACLS), and Pediatric Basic Life Support (PALS). Additional certifications in Advanced Trauma Life Support (ATLS), and/or Basic Trauma Life Support (BTLS) preferred.
- E. **PROFESSIONAL ASSOCIATIONS:** Professional association and/or membership with either the Dade/Broward/Palm Beach County Medical Associations, American Heart Association (AHA), Florida College of Emergency Physicians (FACEP), American Trauma Society (ATS), Florida Medical Association (FMA), American College of Emergency Physicians (ACEP) or National Association of EMS Physicians (NAEMSP), is highly desirable.

- F. BUSINESS ASSOCIATION(S): Applicant must be currently providing / practicing emergency medicine at a state certified/licensed hospital, in the Broward County area; medical privileges at a hospital(s) within the City of Fort Lauderdale is desirable.
- G. RESIDENCY: It is desirable that the applicant be located in the Broward County Area. Additionally, applicant should be able to respond to requests for emergencies and/or other incidents/disasters within thirty (30) minutes travel time to Fire-Rescue Headquarters Station 2 ~ located at 528 NW Second Street.
- H. COMMUNITY INVOLVEMENT: Active participation in professional associations and/or with local, regional or state councils or committees, advisory or regulatory, in pre—hospital delivery of emergency is highly desirable.

04. SCOPE OF SERVICES

A Draft Agreement for Medical Direction Emergency Medical Services is included in this RFP as Exhibit "A". The purpose and scope of services are included in that draft agreement. The successful proposer will be required to enter into an agreement similar to the exhibit.

SILENCE OF SPECIFICATIONS:

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

REQUIREMENTS OF THE PROPOSAL

ELIGIBILITY

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one entity similar in size and complexity to the City of Fort Lauderdale.

SUBMITTAL REQUIREMENTS

Six (6) complete sets of the proposal for MEDICAL DIRECTION SERVICES are required to be submitted The City of Fort Lauderdale Procurement and Materials Management Department, Room #619, 6th Floor, City Hall, 100 North Andrews Ave., Fort Lauderdale, Florida 33301. One (1) set is to be clearly marked 'ORIGINAL' and is to become the official file copy.

All proposals should be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal should respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

If not submitted electronically, proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Procurement Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

Submittals: (To be indexed and submitted in the order listed)

- A. Letter of Interest / Cover Letter – Including Proposal Signature Page**
- B. Company Profile:** Include legal name, address, telephone number, e-mail address, web page address, etc. of the proposer, together with legal entity business structure (corporation, partnership, etc.). Firm must be established as a legal entity in the State of Florida. Provide brief but complete history of business, hours on operation, and number of years in business. State whether the firm is local, regional, or national; and give a list of owners and / or partners, and managers of the firm. Include their names, addresses, phone numbers and brief resumes. Include any additional information that your firm wishes to supply to augment this proposal.

Submittals: (Cont.) (To be indexed and submitted in the order listed)

C. Joint Venture: If submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties.

D. Staff:

- *Name and title
- *Number of years with firm
- *Job assignment on Proposed City project
- *Percentage of time to be assigned on City project
- *Specific skills
- * Primary Contact Person (Name, Address, Phone #, Fax, E-mail)

E. Professional Licenses and Certificates; Insurance – Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses – to include, but not be limited to occupational, state and local, registrations, safety certificates, etc.. Company must be licensed and/or registered in the State of Florida in all required disciplines – Also include proof of insurance in this section.

Affiliations: List all related organizations, committees, etc. that your firm is affiliated with along with the length of time affiliated with the organization.

F. Meeting Requirements Of The RFP

Does the proposing firm and/or physicians proposed for the contract meet or exceed the requirements contained in the Technical Specifications/Scope of Services Section of the RFP?

If Yes please confirm and elaborate. If No please detail below where you do not meet those requirements.

Proposer understands that if he does not meet or exceed the City's requirements as contained in this RFP he is subject to being declared non-responsive by the city and his proposal not evaluated by the RFP Evaluation committee. The degree of conformance with desired levels of experience will be considered in allocating proposal evaluation points.

G. Disputes, Litigation and Defaults: Applicant shall disclose the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant or any consultants for a period of Five years prior to the submission of this proposal.

H. References: A list of current and former major accounts along with contact persons name and phone number(s) This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Fort Lauderdale.

I. Lists: (To include entity name, address, contact person and phone number)
List all past and present hospital affiliations (indicate which ones are current)
List all past and present jobs held as a Medical Director (indicate ones where you are currently employed)

Submittals: (Cont.) (To be indexed and submitted in the order listed)

- J. Technical Approach** – This section must be a narrative addressing the required services as noted in this RFP, and how your firm plans to provide them. Include your firms current work load including number of accounts and hourly requirements for each; Organization of the team that will handle the account; availability of personnel; Reporting capabilities; Computers and software programs (their capabilities and advantages); Communication capabilities; etc.
- K. Cost / Financial Proposal**

PART VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

1. Experience, qualifications, and past performance of the proposing firm including Physicians proposed for the project and facilities and resources.
Maximum points available are 35.
2. Understanding of the overall needs of the City as presented in the narrative technical proposal, and your overall approach to address those needs.
Maximum points available are 40.
3. Estimated cost to the City
Maximum points available are 25.

Total Points Available are 100 points.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It may be a two step process. If a two step process is determined to be required, Evaluations will be as follows: In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. In cases where no clarifications or presentations are required, recommendation for award may be determined from information submitted in the proposal only.

The City may also choose to enter into negotiations with the three (3) best-qualified responsible offerors. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted through negotiations after submissions and prior to award for the purpose of obtaining best and final offers.

The City reserves the right to award the RFP to that Proposer who will best serve the interest of the City.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. Proposers or Finalists may be required to provide an oral presentation by appearing before then Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in it's opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

The City will evaluate proposals and will select the proposer that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

EXHIBIT "A"
**** DRAFT AGREEMENT ****

AGREEMENT FOR MEDICAL DIRECTOR SERVICES

THIS AGREEMENT, effective at __ (TIME) __ on ____ (DATE) ____, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), and _____, ("Physician" or "Medical Director"), a physician licensed to practice medicine in the State of Florida, for the provision of medical director services.

WHEREAS, the City operates a basic life support service and an advanced life support service; and

WHEREAS, the delivery of advanced emergency medical services by paramedics requires intravenous administration of emergency resuscitative drugs and performance of sophisticated technical emergency procedures; and

WHEREAS, the administration of drugs and performance of such emergency procedures as endotracheal intubation, intravenous catheterization, electrical defibrillation, and any other invasive emergency procedure may be performed in the State of Florida only by or under the direction of a licensed Florida physician; and

WHEREAS, Section §401.265, Florida Statutes (2004), requires each basic life support transportation service or advanced life support service to employ or contract with a Medical Director who, pursuant to the definition of "physician" contained in Section 401.23(19), Florida Statutes (2004), may be a practitioner who is licensed under the provisions of Chapter 458, Florida Statutes, (physician), or Chapter 459, Florida Statutes, (osteopathic physician),

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and the Medical Director hereby agree as follows:

1. __ (Name) _____, is designated during the term of this Agreement and during the term of any extension or renewal of this Agreement as the Medical Director for the City of Fort Lauderdale's emergency medical services system.

2. The Medical Director shall supervise and assume direct responsibility for the medical performance of the emergency medical technicians and paramedics operating for the City of Fort Lauderdale's emergency medical services system.

3. The Medical Director shall perform duties including advising, consulting, training, counseling, and oversight of emergency medical services, including appropriate quality assurance but not including administrative or managerial functions. This Agreement is contingent on the Medical Director

being at all times a board certified, licensed, emergency physician pursuant to Florida law.

4. The Medical Director's role with regard to the hiring and firing of, and disciplinary actions against, any medically certified employee of the City, is advisory only.

5. The Medical Director shall have the authority to disallow any employee of the City Fire-Rescue Department to perform any medical skills authorized statutorily under such employee's license. Notification of such disallowance shall be in writing to the City's Fire Chief or the Fire Chief's designee and may include third party review through an appeals procedure consistent with any contractual requirements contained in any collective bargaining agreement to which the City is a party.

6. The Medical Director or the Medical Director's Florida-licensed and board certified emergency physician designee shall be available and on-call twenty-four (24) hours per day seven (7) days per week every day and week that this Agreement is in effect. The Medical Director or the Medical Director's Florida-licensed and board certified emergency physician designee shall make radio or telephone contact with the City's Fire Chief or the City's Fire Chief's designee within fifteen (15) minutes of the Medical Director's receipt of an electronic notification or page from the Fire Rescue operations center. The Medical Director shall be responsible for the acts and omissions of the Medical Director's designee as if the Medical Director were performing the service directly. The Medical Director shall assist the Fire Chief or the Fire Chief's designee in determining the qualifications to provide responsible supervision of the Fire-Rescue Department's emergency medical technicians and paramedics.

7. The Medical Director shall provide liaison services as requested by the Fire-Rescue Department or by the City, on behalf of the City, to any educational, governmental, or medical agency or institution, and to other providers in Broward County and elsewhere, to which the Department may deliver patients or from which the Department may seek medical or regulatory consultation, relating to the provision of emergency medical services.

8. The Medical Director shall retain the ultimate authority to permit or disallow any City employee to render advanced life support or basic life support patient services.

9. The Medical Director shall maintain during the term of this Agreement and during the term of any extension or renewal of this Agreement and provide to the City a certificate of commercial general liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's risk manager, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and coverage for the liability assumed by the Medical Director under the indemnification provision of this

Agreement in accordance with the City of Fort Lauderdale's Risk Management Manual.

The Medical Director shall maintain during the term of this Agreement and during the term of any extension or renewal of this Agreement and provide to the City a certificate of automobile liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the County's risk manager, in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including minimum limits of \$250,000 each person and \$500,000 each occurrence bodily injury, \$100,000 each occurrence property damage, including coverage for owned autos and other vehicles, hired autos and other vehicles, non-owned autos and other vehicles, in accordance with the City of Fort Lauderdale's Risk Management Manual.

The Medical Director shall maintain during the term of this Agreement and during the term of any extension or renewal of this Agreement and provide to the City a certificate of medical malpractice insurance with minimum limits of \$1,000,000/claim, and \$3,000,000 aggregate, insuring the Medical Director and the City against liability arising out of negligent acts and omissions in performance by the Medical Director or by the Medical Director's designee during the term of this Agreement and during the term of any extension or renewal thereof.

The commercial general liability and medical malpractice insurance policies shall name the City of Fort Lauderdale, a Florida municipality, as an additional insured.

The Medical Director shall maintain during the term of this Agreement and during the term of any extension or renewal of this Agreement and provide to the City a certificate of worker's compensation insurance, including employer's liability, with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City of Fort Lauderdale's risk manager, with a limit of \$500,000 employer's liability, in compliance with all state and federal laws, and in accordance with the City of Fort Lauderdale's Risk Management Manual.

The Medical Director shall provide to the City at least thirty (30) days' written notice by registered mail, return receipt requested, addressed to the City of Fort Lauderdale's risk manager, prior to cancellation or modification of any required insurance. The provisions of this entire Section shall remain in effect until four (4) years after the expiration of the Agreement, unless the Medical Director is able to secure an occurrence insurance policy as may be approved by the City of Fort Lauderdale's risk manager.

10. Subject to the City's Fire Chief's approval, and subject to budget and appropriation by the City, the City may reimburse the Medical Director for

travel expenses for the Medical Director to attend professional conferences pertaining to the City's provision of emergency medical services.

11. The Medical Director shall at no time and in no event be considered an employee of the City, but shall be at all times an independent contractor.

12. The Medical Director, in concert with the Fire Chief and the Fire Chief's staff, will develop and revise Medical Protocols as needed. The Medical Director will review and approve the training, certification, and re-certification of skills for all first responders, emergency medical technicians, and paramedics employed by the City.

13. In concert with the Fire Chief and the Fire Chief's staff, Medical Director will establish, and revise as needed, a Departmental Quality Assurance/Quality Improvement program, which includes a methodology for continuous quality of care. The Medical Director shall establish a quality assurance committee to provide for quality assurance review of all emergency medical technicians and paramedics operating under his supervision in accordance with the provisions of Section 401.265(2), Florida Statutes (2004), as may be amended.

14. The Medical Director shall keep medical records for continuing education and re-certification training, and meetings regarding quality assurance measures. The Medical Director shall keep other necessary documentation related to attendance at such programs as required by federal, state, and county regulations. Medical Director will assist with the required documentation as necessary for the emergency medical services re-certification of all Fire Department employees.

15. In concert with the Fire Chief and the Fire Chief's staff, Medical Director will establish a routine monthly meeting, usually scheduled in advance for the day or evening, lasting at least two hours, for the purposes of medical consultation, planning, education, and quality assurance.

16. Medical Director shall serve as liaison between the City and the various community hospitals, other local emergency medical services agencies, and any other agency, physician, institution or organization affecting the City's Fire-Rescue Department's provision of emergency medical services.

17. Medical Director shall review regularly medical rescue reports prepared by Fire-Rescue Department emergency medical technicians and paramedics, and review all problem cases as necessary or medically appropriate.

18. Medical Director shall, upon request by the Fire Chief or by the Fire Chief's designee, authorize specialized training programs, conferences and schools for the purpose of continuing education credits (CEU's) for Fire-Rescue Department personnel.

19. Medical Director shall assist and make recommendations for maintaining ambulance transportation policies, hospital supplies/resupply, medical equipment, medications/narcotics, and EMS billing/reimbursement systems, and a methodology for the recovery of costs associated with the City's emergency medical services program(s), *inter alia*. The Medical Director shall consult with City personnel in planning for emergency medical services provided by the City's Fire-Rescue Department, including providing recommendations for the supply and deployment of vehicles, equipment, supplies, distribution of resources, personnel, emergency medical technician training, paramedic training, and utilization of medical facilities.

20. The Medical Director shall participate as a crew member on the City's emergency vehicles in accordance with Florida Department of Health rules and shall provide on-site personnel evaluation. Medical Director shall perform at least 24 hours per year of in-the-field operations riding in rescue vehicles and/or EMS supervisor vehicles, reviewing the performance of Fire-Rescue Department's emergency medical services personnel, and reviewing different incidents in which service is rendered.

21. In concert with the Fire Chief and the Fire Chief's staff, the Medical Director will participate in quarterly and/or monthly meetings with all department EMS Supervisors and/or Field Training Officers.

22. Medical Director shall serve as liaison between the City and various community hospitals, other local emergency medical services agencies, physician(s), institutions, and organizations for the purposes of ensuring compliance with all federal, and state standards and regulations regarding infectious disease exposures and reporting requirements for the Fire-Rescue Department.

23. The Medical Director shall conduct an annual review of medical rescue services via a written report to the Fire Chief, assessing the overall quality of services delivered by the City Fire-Rescue Department Emergency Medical Services, emergency medical technicians, and paramedics.

24. The Medical Director shall conduct periodic review sessions with Fire-Rescue Department personnel regarding medical management of individual medical rescue cases.

25. The Medical Director shall be available upon request to meet and confer with the Fire Chief and other officials of the City regarding the City's emergency medical services delivery programs, personnel issues related to the continuation of practices by medically certified Fire-Rescue Department personnel, and any other issues that may impact the City's ability to deliver quality emergency medical services. The Medical Director shall participate in and testify as a witness in employee discipline and discharge proceedings, grievance hearings, depositions, court proceedings, and other proceedings, as

may be requested by the Fire Chief or by the Fire Chief's designee or by the City's legal counsel or pursuant to subpoena or court order.

26. The Medical Director shall review and approve/authorize such community medical education and training programs as may be offered by the Fire-Rescue Department.

27. The Medical Director shall have consultative authority, and if necessary, authorizing authority over City's provision of emergency medical services in conjunction with special events held within the corporate limits of the City of Fort Lauderdale and/or subject to regulation and/or requirements of the Fire-Rescue Department in conjunction with the event.

28. The Medical Director will be a non-employee senior member of the staff of the Fire-Rescue Department, ranked at a Chief Officer level, and as such may be required to respond to major incidents or disasters which the Fire-Rescue Department has responsibility for managing.

29. The Medical Director shall provide all services as set forth in Chapter 64E-2, Florida Administrative Code, Florida Department of Health regulations, as may be amended and subsequently promulgated. The Medical Director shall provide all other services as may be specifically required by law or regulations, and/or mutually agreed to by both parties, relating to the provision of emergency medical services.

30. In consideration for the services provided by the Medical Director as an independent contractor, City hereby agrees to pay the Medical Director a monthly fee of _____(amount written) (\$), payable after the first day of each month for the previous month's services.

31. The initial term of this Agreement shall be for a three (3) year period commencing at (___TIME___) on (___DATE___). The City reserves the right to extend the Agreement for two (2) additional one (1) year terms providing all terms conditions and specifications remain substantially the same, both parties agree to the extension, and such extension is approved by the City.

32. Either party may terminate this Agreement or any extension or renewal of this Agreement at any time by providing ninety (90) days' prior written notice of termination by certified mail or hand delivery to the other party.

33. The Physician shall defend at Physician's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees and agents, from and against any and all claims for damages, costs, third party claims, survivor claims, judgments, and expense to persons or property, including attorney fees, that may arise out of, or be occasioned by, any negligent, reckless, or intentional act or omission or medical malpractice of the Medical Director or of the Medical Director's designee. Medical Director shall not be responsible for any incidents of medical malpractice related to the City's provision of emergency medical services or services

performed by a medical director in which the Medical Director was not involved prior to the effective date of this Agreement.

34. Venue for any lawsuit by one party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida. For federal jurisdiction, venue for any lawsuit by one party against the other party or otherwise arising out of this Agreement shall be in the United States District Court for the Southern District of Florida.

35. The Medical Director shall at all times comply with and be subject to all laws, rules, regulations, and ordinances governing physicians and medical directors.

36. Subject to certain statutory exemptions, and subject to the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, records made or received by the City in connection with this Agreement and records made or received by the Medical Director in connection with this Agreement are public records subject to public inspection and copying. The City's determination of whether any or no exemption applies shall be final.

37. In the event any one or more of the provisions contained in this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement not having been held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, shall remain in full force and effect.

38. No failure or delay by either party in exercising any power or right under this Agreement shall operate as a waiver thereof. No waiver by either party of any provision of this Agreement shall operate as a subsequent waiver of the same provision or a waiver of any other provision of this Agreement.

39. A facsimile signature of either signatory or facsimile signatures of both signatories to this Agreement shall operate as and have the validity of an original signature or original signatures.

40. Notices from one party to the other party shall be by hand delivery or by facsimile transmission or by certified mail, return receipt requested, and addressed as follows:

(NAME)
(ADDRESS)
(City, State, Zip)
Fax:

City of Fort Lauderdale
Attn: Fire Chief
528 NW 2nd Street
Fort Lauderdale, FL 33311
Fax: 954-828-6843

Either party may notify the other party in writing of a change of address.

IN WITNESS WHEREOF, the parties execute this Agreement for Medical Director Services as follows:

Attest:

City of Fort Lauderdale, FL

City Clerk

Director of Procurement Services

Date:

Approved as to form:

Assistant City Attorney

Medical Director

(NAME).

STATE OF FLORIDA
COUNTY OF _____

The foregoing Agreement for Medical Director Services was acknowledged before me this ____ day of _____ by (NAME)_____, M.D.

Signature of Notary Public - State of Florida

Print, Type or Stamp
Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
-	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.rfpdepot.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through RFP Depot, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by:
(signature) (date)

Name (printed) Title:

Company: (Legal Registration)

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address:

City State: Zip

Telephone No. FAX No.

E-MAIL:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.03): Total Bid Discount (section 1.04):

Does your firm qualify for MBE or WBE status (section 1.08): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.**

Variances:

revised 6-3-08

Question and Answers for Bid #295-10138 - Medical Direction Services

Overall Bid Questions

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.