

**COLUMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR PROPOSALS
RFP 2024-A
AMBULANCE SERVICES**

The Board of County Commissioners (County) will receive sealed proposals in the office of Commissioners, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, until **3:30 PM** local time on **Tuesday, March 12th, 2024** for the following:

AMBULANCE SERVICES

Responses should be addressed to the Columbia County Purchasing Office, at 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055. Responses received after the time and date specified will not be considered. RFP forms for use in making submissions can be downloaded from the County's website at <https://www.columbiacountyfla.com/PurchasingBids.asp>

The Columbia County Purchasing Office, through the Board of County Commissioners, reserves the right to waive any informality not affecting the fairness of the procurement process or to reject any or all proposals for any reason at any time.

To be eligible for consideration, all proposers must be registered in the State of Florida to practice their profession at the time of proposal. Proposers without a complete proposal described will be considered improper. The Request for Proposals information is available online only at: <https://www.columbiacountyfla.com/PurchasingBids.asp>

Submissions will be publicly opened in the Commissioner's Office at **3:30 PM, Tuesday, March 12th, 2024**, or as soon thereafter as practical. Proposers are responsible for the delivery of submissions. Submissions may be withdrawn at any time prior to the opening. Late proposals will not be accepted. Bids delivered in any other format other than specified in this solicitation will not be accepted. Questions regarding this solicitation must be received via email to ejones@columbiacountyfla.com no later than **Tuesday, March 5th, 2024 at 5:00 PM** local time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda.

**COLUMBIA COUNTY, FLORIDA BOARD OF COUNTY
COMMISSIONERS REQUEST FOR PROPOSALS NO. 2024-A
AMBULANCE SERVICES**

GENERAL SUBMITTAL REQUIREMENTS

Columbia County, Florida, Board of County Commissioners is seeking Proposals from interested and qualified individuals or firms to provide Ambulance Services to County Administration and the Board of County Commissioners. Responses will be received until **3:30 P.M. Tuesday, March 12th, 2024**. Responses should be addressed to the Columbia County Purchasing Office, at 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055. Responses received after the time and date specified will not be considered. RFP forms for use in making submissions can be downloaded from the County's website at <https://www.columbiacountyfla.com/PurchasingBids.asp>

Proposals shall include **one (1) unbound original and five (5) copies for a total of six (6) complete Proposal packages and one (1) flash drive**. All Proposals must be received in a sealed package prominently marked on the outside as "**RFP # 2024-A Ambulance Services**".

The Columbia County Purchasing Office, through the Board of County Commissioners, reserves the right to waive any informality not affecting the fairness of the procurement process or to reject any or all proposals for any reason at any time.

To be eligible for consideration, all proposers must be registered in the State of Florida to practice their profession at the time of proposal. Proposers without a complete proposal described will be considered improper. The Request for Proposals information is available online only at:
<https://www.columbiacountyfla.com/PurchasingBids.asp>

Submissions will be publicly opened in the Commissioner's Office at **3:30 PM, Tuesday March 12th, 2024**, or as soon thereafter as practical. Proposers are responsible for the delivery of submissions. Submissions may be withdrawn at any time prior to the opening. Late proposals will not be accepted. Bids delivered in any other format other than specified in this solicitation will not be accepted. Questions regarding this solicitation must be received via email to ejones@columbiacountyfla.com no later than **Tuesday, March 5th, 2024 at 5:00 PM** local time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda.

Columbia County welcomes your response to this solicitation. Proposals should be prepared in accordance with the instructions herein and will be evaluated by the County as stated in the evaluation section of this document. The County reserves the

right to waive any formalities, to reject any or all proposals, or to re-advertise for proposals for these services. The County may withdraw all or part of this solicitation at any time to protect the interests of the County. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may result in disqualification from consideration.

The Proposer is required to use the "General Instructions", "Scope of Work", and "Specifications", all of which shall be considered a part of the bidder's proposal. Any desired or intentional variation from minimum specifications must be clearly stated on a separate sheet and attached to the proposal. Proposers shall indicate RFP Number, Project Title, and the name and address of the bidder submitting the proposal on the outside of the envelope.

All Proposers are advised that under Chapter 119, Florida Statutes, all responses are public record and open to the public as provided for in said statute.

SECTION I. GENERAL INSTRUCTIONS

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with entities similar to Columbia County.
 - E. The suitability of equipment or material for County use.
 - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net thirty (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Office to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.

13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.
14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.
22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.

23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Office, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Office or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
24. Unless otherwise specified by the Purchasing Office all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.
28. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
29. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
30. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures may not be acceptable.
31. Any bidder may withdraw his/her bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.
32. It is mutually understood and agreed that if at any time the Purchasing Office or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Office or his/her designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute

delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his/her executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Office or his/her designee of the excess due.

33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
34. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.
35. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
36. All contractors submitting bids for road projects in excess of \$250,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Office for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Office.
38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.
39. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - A. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - B. All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the County.

40. Contractor shall register on line at <https://www.columbiacountyfla.com/PurchasingBids.asp> for this specific project. All addendums are delivered via email through this website, and it is the contractor's responsibility to ensure all addendums are used in the bid submittal.

**COLUMBIA COUNTY, FLORIDA BOARD OF COUNTY
COMMISSIONERS REQUEST FOR PROPOSALS NO. 2024-A
AMBULANCE SERVICES**

OVERVIEW

The Columbia County Board of Commissioners ("Board") is soliciting Proposals for the provision of county-wide ambulance services. The successful contractor will be the County's exclusive holder emergency transport provider.

The Board is seeking Proposals from high-quality, reliable ambulance service providers. The successful contractor shall offer a level of service equal to or superior to the service currently provided to the Board.

In addition to all other rights of the County under Florida law, the Board expressly reserves the right to:

- Rank proposals and negotiate with the highest-ranking contractor.
- Select the proposal that it believes will serve the best interest of the Columbia County.
- Reject any and all proposals, including cancelling the entire RFP.
- Remedy or waive technical or immaterial errors in the proposals submitted.
- Request any necessary clarifications or proposal data without changing the terms of the proposal.

**REQUEST FOR PROPOSALS TO PROVIDE COUNTY WIDE
AMBULANCE SERVICES
RFP # 2024-A**

SCOPE OF SERVICES

GENERAL DESCRIPTION

The Board is soliciting Proposals for the provision of county-wide 9-1-1/Emergency Ambulance Services. This RFP is NOT to include inter-facility services.

It is the Board's desire to have a county-wide 9-1-1/Emergency Ambulance Services that ensures high quality clinical care, provides efficient and reliable emergency medical services at a reasonable cost and response times to consumers, and provides the community with an operationally and financially stable system. The successful Proposal shall demonstrate how services offered will be equal to or superior to the services currently provided to the Board.

To assure the availability and service of ambulance services to the citizens of Columbia County, the successful contractor shall operate and maintain primary emergency medical service and ambulance service on a 24-hour basis within the County. Such service shall include, but not be limited to, provision of complete and adequate public primary ambulance and emergency medical services; immediate response to calls from the public for emergency medical assistance, in the form of ambulance service, emergency medical personnel and equipment; prompt transfer call service and standby service, provided, however, that no standby service shall in any way interfere with contractor's response to emergency medical calls; and all such other related activities as is normally associated with the business of providing emergency medical and ambulance services, or as may be requested by the County.

Successful Proposals shall demonstrate or include as appropriate the contractor's clinical expertise; anticipated response time performance if selected; cost containment measures, if any; and the contractor's policies regarding professionalism and courtesy. If selected, the contractor shall maintain a relationship of cooperation with the Board and County to better provide the highest level of service to the citizens of Columbia County.

Contractors shall be prepared to enter into a contract substantially similar to the sample contract attached hereto. However, the County reserves the right to negotiate

the terms of the final contract with the successful contractor. Contractor shall bear at its own expense, all costs incurred for the operation of ambulances, employment of personnel and for providing all services, materials and equipment required by a resulting contract

DESCRIPTION OF SERVICE AREA

Columbia County is a rural community located in North Central Florida. The County is located at the intersection of Interstates 75 and 10. In 2020 the County had a population of 69,698 residents. Columbia County occupies an area of eight hundred one (801) square miles. The service area to be covered under a successful Proposal shall include all of Columbia County.

The median age is 37 years and the population is comprised of approximately 14% people aged 65 and older.

Cities include Lake City (Pop. 12,329) and Fort White (Pop. 618).

There are ten (10) nursing and personal care facilities, one (1) hospital that receive emergency patients and one (1) VA medical center.

COMMUNICATIONS

The County will provide emergency dispatch services, equipment and dispatch personnel through the Emergency Communications Center. Contractor will be required to have knowledge on International Academy of Emergency Dispatch's Medical Priority Dispatch System (IAED MPDS).

The successful Contractor shall furnish and maintain all necessary equipment and support to communicate with emergency dispatch, including, but not limited to, radios, MCTs, and pagers. All radios used to communicate with emergency dispatch must have the MDC (Motorola Data Communications) Unit ID programmed. All unique ID's will be provided by the County to the successful Contractor's radio shop.

CONFORMITY WITH TERMS AND CONDITIONS

Conformity and adherence to the terms and conditions of this RFP shall be a condition considered by Board as part of its review process. In determining submission acceptance, any data submitted or related to the RFP, required or voluntary, shall be subject to evaluation as deemed appropriate and in the best interest of the County, including the conduct of the contractor or any representative of the contractor with regard to any County official or employee. Inaccurate and

misleading information provided in a contractor's submittal may result in rejection of the submittal.

Submittals in response to this RFP will be reviewed against the criteria listed herein, and award of a contract shall be made in accordance with standard purchasing procedures, the Board Procurement Policy and applicable regulations of the State of Florida.

Submittals will be evaluated on the basis of submitted materials, references, and/or interviews as applicable.

INSURANCE

If selected, the County will require a hold harmless agreement from the Contractor covering personal injury, property damage, and/or professional responsibility claims that result from performance of this contract.

The County will also require a certificate of insurance and a copy of the policy in which Columbia County is named as an additional insured for:

- Automobile liability in the amount of \$1,000,000 for each accident for bodily injury and property damage;
- General liability of \$1,000,000 for each occurrence of bodily injury and property damage
 - General aggregate limit \$5,000,000;
- Professional liability in the amount of \$1,000,000 for each claim
 - Annual aggregate \$2,000,000; and
- Workers' compensation - amount shall be as required by Florida law based upon Contractor's employees.

SUBMITTAL

Submittals shall be concise and must specifically address the requirements of this RFP. It is requested that the response be no more than 10 pages (excluding resumes and reference letters) and titled Letter of Interest, RFP # 2024-A. Resumes shall be limited to two pages per person that will be assigned to this contract. The submittals shall include the following:

- Brief overview of the contractor's history and organization that includes the name of the contractor's contact person, telephone, fax number and email address.
- Description of the contractor's expertise in managing a county-wide ambulance service, with specific emphasis on emergency medical services.
- Resumes of all personnel that will be assigned to the project with a copy of their professional license.
- Provide client contact information for all similar projects listed in resumes with an emphasis on county clients.
- Provide a short narrative outlining your Company's approach to manage the county-wide ambulance service to the level of quality stated herein, which shall include at a minimum:
 - Anticipated response time performance.
 - Ambulances shall be provided and maintained at Contractor's expense and shall at all times be fully staffed and available to respond to emergency medical service calls.
 - Contractor shall employ and provide at its own expense the necessary number of qualified Florida registered EMTs and Paramedics.
 - A plan for providing service back up if all ambulances dedicated to response to emergency calls are unavailable.
 - Co-location of dedicated emergency response ambulances at County facilities.
- Relative to the scope of services, describe the specific ability of the company. Include any innovative approaches to providing the services: briefly describe your quality assurance/quality control program. Describe how your company ensures reliability in providing quality service to citizens of Columbia County.
- Provide a comprehensive rate schedule for all services, materials, medications, and other actions or items that may be billed to a patient in the course of their treatment and transport. The contents and description of the "Proposed Rate Schedule" shall

include, but not be limited to, the following:

- Whether a “bundled or unbundled” rate structure is being proposed.
 - If “unbundled” a completed schedule of charges for medical supplies, equipment, procedures or other services that may be charged to the patient.
- Single base rate charge and what items are included and excluded from the base charge.
- Oxygen charge
- Mileage charge

- Provide a list of insurance networks your company participates with.
- Provide information on any and all accreditation obtained by the company.
- Provide proposed procedures that will meet or exceed the regulatory requirements for occupational safety and health.
- Provide information of any circumstances under which any of your company’s contracts for ambulance service or emergency medical service were terminated, failed to complete and/or allegations of deficient service was made against your company.
- Describe the circumstances of any bankruptcy filings or terminations of emergency ambulance service involving your organization within the past five years.
- List all litigation in the past five years involving your organization or any principal officers in connection with any contract for similar services. Include the title of the case, case number, court, and monetary amount.
- List any instances of major regulatory actions or sanctions against your organization, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.

SELECTION AND EVALUATION PROCEDURES

The Board will utilize a selection committee consisting of Board staff who will review and rank all proposals received. The evaluation criteria listed below will be utilized to evaluate the proposals. The Board may choose to short list the proposals and invite companies to give an oral presentation to the Board. The Board shall be the sole judge of its own best interests, the proposals and the resulting negotiated agreement. The Board's decision will be final.

Companies will be evaluated based on the following:

1. Experience and Qualifications
2. Understanding and Technical Approach
3. Patient Fees
4. Proposed Fees
5. Quality of Insurance Networks
6. References for Similar Projects
7. Accreditation

Conformity and adherence to the terms and conditions of this solicitation shall be a condition considered by CCBCC as part of its review process. In determining submission acceptance, any data submitted or related to the offeror's proposal, required or voluntary, shall be subject to evaluation as deemed appropriate and in the best interest of the County, including the conduct of the offeror or any representative of the offeror with regard to an CCBCC official or employee. Inaccurate and misleading information provided in an offeror's proposal may result in rejection of the proposal.

Submittals in response to this solicitation will be reviewed against the criteria listed herein above, and award of contract(s) shall be made in accordance to standard purchasing procedures, the CCBCC Procurement Policy and applicable regulations of the State of Florida. Submittals will be evaluated on the basis of submitted materials, references, and interviews as applicable.

**SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE
RFP # 2024-A RATING CRITERIA**

The CCBCC will utilize a selection committee consisting of CCBCC staff who will review and rank all proposals received. The evaluation criteria listed below will be utilized to evaluate the individuals and firms. The final selected individuals and firms may be invited to give an oral presentation to the CCBCC. The Board shall be the sole judge of its own best interests, the proposals and the resulting negotiated agreement. The Board’s decision will be final.

At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

Max Score Rating

1. Experience and Qualifications	20 points
2. Understanding and Technical Approach	20 points
3. Patient Fees	15 points
4. Proposed Fees	15 points
5. Quality of Insurance Networks	15 points
6. References for Similar Projects	10 points
7. Accreditation	5 points
Total	100 points

Name of Company Being Scored:

Schedule

Proposals Due – March 12th, 2024 at 3:30 PM

Evaluation Committee – March 13th through 15th, 2024

BOCC Commission Meeting – Anticipated Date March 15, 2024 (subject to change)

Contract Commencement Date – October 1st, 2024

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFP 2024-A RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	<u>Max Score</u>	<u>Rating</u>
1. Qualifications, Expertise, and Experience	<u>20</u>	_____
2. Understanding and Technical Approach	<u>20</u>	_____
3. Patient Fees	<u>15</u>	_____
4. Proposed Fees	<u>15</u>	_____
5. Quality of Insurance Networks	<u>15</u>	_____
6. References	<u>10</u>	_____
7. Accreditation	<u>5</u>	_____
Total	<u>100</u>	_____

SAMPLE SCORES:

- 0 Non-responsive-included no information on subject criteria
- 1 Poor
- 3 Fair
- 5 Average
- 7 Good
- 10 Excellent

Name of Consultant Being Scored: _____

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Board of County Commissioners of Columbia County, Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Dated this _____ day of _____, _____.

Name of Organization: _____

Signed by: _____

Print Name: _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

The foregoing instrument was executed before me this day _____ of _____ 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

Public Entity Crimes Statement

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal, ITN, or Contract Number _____
2. This sworn statement is submitted by _____
[Name of entity submitting sworn statement]
whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.
3. My name is _____ and my relationship to the above is _____
[Please print name of individual signing]
4. I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids/proposals or applies to bids/proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

_____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted Contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted Contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has not been placed on any convicted vendor list. [Please describe any action taken by or pending with the State of Florida, Department of Management Services.]

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "C", Public Entity Crimes, is truthful and

correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

Drug-Free Workplace Certification

The drug-free certification form below must be signed and returned with the solicitation response.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in the first paragraph.
4. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) Days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

Conflict of Interest Statement

STATE OF _____

County OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____. Said entity is submitting this proposal/offer to

1. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
2. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
3. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
4. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
5. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
6. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
7. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Columbia County government.
8. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT is made and entered into on this ____ day of _____ 2024, by and between Columbia County, Florida, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (“County”) and _____, whose address is _____.

RECITALS

WHEREAS, the County recognizes that the systematic and prompt rendition of emergency medical services saves lives, reduces disabilities, and mitigates suffering associated with acute illnesses;

WHEREAS, the County recognizes that it is in the public interest to make available emergency medical services to the citizens of Columbia County because such services are essential to the health and wellbeing of the County’s;

WHEREAS, the County solicited a Request for Proposals seeking a contractor to provide emergency ambulance and advanced life support medical services for the unincorporated area of Columbia County and the incorporated areas of the City of Lake City and the Town of Fort White;

WHEREAS, in response to the County's solicitation for such services, the County selected the Contractor to provide such ambulance and advance life support services, including health services involving the examination, diagnosis, treatment, prevention, medical consultation, and administration for advance life support (herein collectively the "Emergency Medical Services" or "EMS");

WHEREAS, upon being issued a Certificate of Public Convenience and Necessity ("COPCN") for Columbia County, Florida, the Contractor shall operate as a fully licensed ambulance services provider by the Florida Department of Health (the "Department") as required by Florida Statutes section 401.25;

WHEREAS, the City of Lake City has requested that the City be provided with EMS by the Contractor under and in accordance with the terms, provisions, requirements and limitations of this Agreement;

WHEREAS, the County has considered the request of the City and consents for Emergency Medical Services to be provided to the citizens of the City by the

Contractor in accordance with the terms, provisions, requirements, and limitations of this Agreement;

WHEREAS, the Contractor has advised both the County and the City that it is willing and will provide the entire area of Columbia County, including the areas of both the City of Lake City and the Town of Fort White with Emergency Medical Services as provided for in and required by this Agreement, which will result in the most efficient and cost effective method of providing such services;

WHEREAS, at no cost to the Contractor, the County shall furnish and manage all emergency ambulance dispatch and communications services through the County's emergency management communication dispatch center; and

WHEREAS, the purpose of this Agreement is to protect and enhance the public health, welfare, and safety of the citizens of the County through the establishment of emergency medical services and transportation plans, and to provide for minimum standards for emergency and non- emergency medical services, personnel, vehicles, and medical direction.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

I. RECITALS

The above recitals, all of which are true and accurate, are included herein by reference and made a part of this Agreement.

II. DEFINITIONS

1. "A & O" is the abbreviated call type for Alpha and Omega.
2. "Advanced Life Support" or "ALS" means the treatment of life-threatening and non- life-threatening trauma and medical conditions through the use of techniques, such as, but not limited to, endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to Florida law and rules of the Department.
3. "Agreement Administrator" means the County Manager, or his/her designee. The County Manager, or his/her designee, shall serve as the liaison between Contractor and the County.
4. "Ambulance" means any vehicle that is designed, constructed, reconstructed,

maintained, equipped, or operated for and is used for or intended to be used for land transportation of sick or injured persons requiring or likely to require medical attention during transport.

5. "B – E" is the abbreviated call type for Bravo through Echo.
6. "Base Station Physician" means a physician authorized to practice under Florida Statutes and regulations knowledgeable in the medical protocols, radio procedures and general operating policies of the EMS System, and a person from whom emergency medical technicians and paramedics at any training level, may take medical direction by radio or other remote communication device.
7. "Basic Life Support" means treatment of medical emergencies by qualified persons through the use of techniques, such as patient assessment, cardiopulmonary resuscitation (CPR), splinting, obstetrical assistance, bandaging, administration of oxygen, application of medical anti-shock trousers, administration of a subcutaneous injection using a pre-measured auto-injector or epinephrine to a person suffering an anaphylactic reaction, and other techniques described in the emergency medical technician basic training course through a curriculum of the United States Department of Transportation EMT National Standard Curriculum. The term "basic life support" also includes other techniques which have been approved and are performed under conditions specified by rules of the Department.
8. "Basic Life Support (BLS) Level Patient" means the acuity of the patient requiring inter-facility non-emergency ambulance transport is such that the medical director has authorized the care to be managed by an EMT.
9. "City" means the City of Lake City, Florida, a municipal corporation, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055.
10. "Contractor" means _____
11. "County" means Columbia County, Florida, including all incorporated areas (City of Lake City and Fort White).
12. "Default" means the Contractor's non-compliance with the standards and performances as defined in this agreement, or other covenants of this agreement.
13. "Department" means the State of Florida Department of Health, its divisions or other state agencies, such as the Agency for Health Care Administration, having jurisdiction over EMS or Ambulance Services.
14. "Dispatch" shall mean the Columbia County Combined Communications Center
15. "Disaster" means an occurrence of a severity and magnitude that normally results in death, injuries, and/or property damage, and which cannot be managed through routine procedures and resources of the EMS system, as

declared by Federal, State or County government.

16. "Emergency" means any request for ambulance services received via 911 which may be of a life- or limb- threatening nature and which apparently requires immediate response by an ambulance.
17. "Emergency Calls" are those received via the 911 Public Safety Answering Point(s)(PSAP) or a county emergency management communications center.
18. "Emergency Medical Personnel" means those persons who are First Responders, Emergency Medical Technicians or Paramedics volunteering or working for the Fire Districts/Departments and the Contractor.
19. "EMS" means emergency medical services.
20. "EMS System" means the comprehensive coordinated arrangement of resources and functions to respond to medical emergencies and provide emergency and non-emergency ambulance service.
21. "Emergency Medical Technician" (EMT) means a person who is certified by the Department to perform basic life support pursuant to Florida Statutes.
22. "Emergency Medical Technician-Paramedic" (EMT-P) means a person who is certified by the Department to perform all ALS procedures.
23. "Fair Market Value (FMV)" shall be the value agreed to by the parties and if the parties cannot agree then the value as established by an independent appraiser agreed to by the parties. If the parties cannot agree on an appraiser, then an appraisal shall be appointed by a court of competent jurisdiction in Columbia County, Florida.
24. "First Responder" means any person, Fire Department vehicle, police vehicle or non- transporting ambulance capable of providing appropriate basic or advanced first responder service, under the first responder program approved and administered by the Medical Director.
25. "Fuel" means diesel fuel or gasoline used for ambulances in furtherance of emergency services.
26. "High Performance (ALS) EMS System" means those systems, which are clinically effective, provide response time reliability and cost effectiveness simultaneously.
27. "Initial Coverage Plan" means that plan to deploy Contractor resources during the first 90 days of operation to specific locations on an hour by hour, day by day basis to achieve the response time requirements.
28. "Medical Director" means the licensed physician (or his/her designee) selected by the County, City or Contractor as herein provided who serves and carries out the duties as described in, but not limited to Section IV.A. Said physician provides medical supervision, including appropriate quality assurance.

29. "Medical Protocol" means any diagnosis-specific or problem oriented written statement of standard procedure, or algorithm, promulgated by the Medical Director as the medically appropriate standard of out-of-hospital care for a given clinical condition.
30. "Medical Priority Dispatch System (MPDS)" means that system to prioritize incoming medical calls as outlined by the International Academy of Emergency Dispatch.
31. "Minor Infractions" means those individual instances of non-compliance with the Contractor performances (e.g. response time to a single incident) required throughout the agreement.
32. "Mutual Aid Agreement" means a written agreement between one or more providers of emergency medical services whereby the signing parties agree to lend aid to one another under conditions specified in the agreement and as approved by the Medical Director as to quality of care and medical accountability.
33. "Non-Emergency" means any request for ambulance transport service for a patient, which is not an emergency request.
34. "Off-line Medical Control" means the provision of prospective and retrospective medical direction services provided by the Medical Director.
35. "On-line Medical Control" means the provision of interactive medical direction during an EMS assignment by the Medical Director or other authorized physician.
36. "Out-of-chute" means the elapsed interval between ambulance alert and the time the ambulance is en route to the scene.
37. "Patient" means an individual who is either ill, sick, injured, wounded, helpless or otherwise incapacitated, and who is in need of, or is at risk of needing, medical care or assessment during transportation to or from a health care facility, and who is reclining or should be transported in a reclining position.
38. "Permit" means that document required to be obtained by (a) the County Ambulance Service Contractor, (b) each emergency medical personnel, and (c) for each ambulance.
39. "Person" means and includes any individual, firm, association, partnership, corporation, or other group or combination acting as a unit.
40. "Preceptor" means that person authorized by the Medical Director to serve an instructor within the system.
41. "Priority" means the assigned call priority number (i.e., Priority A, B, C, D, E, or O) of all requests for an ambulance, which are received by Dispatch at the time of the conclusion of receipt of a request for ambulance service. Such priorities shall be assigned at the time the call is received by Dispatch, pursuant to telephone algorithms and priority dispatch protocols approved by the

Medical Director.

42. "Response Time (Ambulance)" means the actual elapsed time between shipment of call via Computer Aided Dispatch (CAD) System (e.g. address, callback number and presumptive designation) from Dispatch to the Contractor that an ambulance is needed at a location and the actual arrival of an ALS ambulance staffed and equipped to operate as an ALS ambulance unit under Florida regulations at the designated location within the service area.
43. "Response Time Clock" means the computer aided dispatch system's internal clock measuring response times and other time intervals.
44. "Service Area" means that area which is contained within the boundaries of Columbia County, Florida.
45. "System Standard of Care" means the written body of standards and policies governing clinical aspects of the EMS system. As used in this context, System Standard of Care is a comprehensive term including:
 - a) Input standards (e.g., personnel certification requirements, in-service training requirements, equipment specifications, on-board inventory requirements, and other requirements, which the system must fulfill before receipt of a request for service);
 - b) Performance standards (e.g., priority dispatching protocols and pre-arrival instructions, medical protocols, standing orders, response time standards, and other performance specifications describing how the system should behave upon receipt of a request for service);
 - c) Outcome standards (e.g., target survival rates for certain narrowly defined presenting problems or presumptive diagnoses, such as witnessed cardiac arrests involving patients whose medical histories meet defined criteria). Outcome standards are results the system intends to achieve by meeting its input and performance standards.

III. OPERATIONAL REQUIREMENTS

A. CONTRACTOR'S OBLIGATIONS

1. The Contractor shall furnish all Emergency Ambulance Services for the entire population of Columbia County, Florida, including all incorporated areas of the City of Lake City and the Town of Fort White.
2. The Contractor shall be the County's exclusive Emergency Ambulance Contractor. All Contract Ambulance services shall be provided at the EMT-Paramedic level unless otherwise authorized by the medical director.
3. The Contractor understands and agrees that fluctuations in demand for EMS response to Emergency Calls will require adequate units to meet the response time requirements established by this Agreement.
4. This Agreement shall be construed to exclude any other operator with a County

issued COPCN from engaging in Emergency Operations within the County except when the Contractor is unable to provide a responding unit (“Level Zero”), at which time other operators may be called to respond.

5. The Contractor shall furnish stand-by coverage of all structure fires.

B. RESPONSE TIME PERFORMANCE, RELIABILITY, AND MEASUREMENT METHODS

1. Response Time shall be calculated as a function of dispatch operations and field operations. Because this Agreement is performance-based, the County shall not unreasonably limit the Contractor’s flexibility in the methods of providing EMS service other than the requirements described herein. It is the intent of the County to use a fractile method for measuring response time under this Agreement.
2. The County expressly reserves the right to periodically review and approve the Contractor’s deployment plans. The parties shall coordinate their efforts to ensure Contractor is conforming at all times to the Response Time Standards herein.
3. Any error on the Contractor’s part in any one phase of its operation shall not serve as a basis for an exception to the Contractor's performance in another phase of its operations.
4. Appropriate Response Time performance is the result of a coordinated effort of the Contractor's total operation and therefore it is solely the Contractor's responsibility to coordinate the Contractor’s operations.
5. The Contractor shall not be held responsible for a failure to meet Response Time Standards if the reason for said failure is clearly attributable to a failure on the part of the County Combined Communications Center, as determined by the Agreement Administrator.
6. Response Times shall be measured in minutes and integer seconds, and shall be “time stamped” by the County-provided computer aided dispatch system.

C. RESPONSE TIME REQUIREMENTS – URBAN ZONE

1. The area designated as “Urban” is generally described as the central and generally more developed areas of the County. The area is specifically delineated as the Urban Zone on Attachment 2 —Service Area and Response Time Standards.
2. For each response presumptively determined to be an emergency response (IAED categorized B-E) the Contractor shall place transport capable paramedic unit on scene within 11 minutes zero seconds at 90 percent reliability for assignments in urban response areas. Calls that are unable to be prioritized shall be considered in the B-E Category.
3. For each response presumptively determined to be a non-life threatening emergency response (as categorized by International Academies of Emergency

Dispatch standards, or equivalent, as Alpha or Omega level calls) the contractor shall place transport capable paramedic unit on scene within 21 minutes zero seconds at 90 percent reliability for assignments in urban response areas.

D. RESPONSE TIME REQUIREMENTS - RURAL ZONE

1. The area designated Rural is generally described as the less densely developed areas of the County. The area is specifically delineated as the Rural Zone on Attachment 2 —Service Area and Response Time Standards.
2. For each response presumptively determined to be an emergency response (NAED categorized B-E) the contractor shall place transport capable paramedic unit on scene within 17 minutes zero seconds at 90 percent reliability for assignments in rural zones. Calls that are unable to be prioritized shall be considered in the B-E Category.
3. For each response presumptively determined to be a non-life threatening emergency response (as categorized by National Academies of Emergency Dispatch standards as Alpha or Omega level calls) the contractor shall place transport capable paramedic unit on scene within 26 minutes and zero seconds at 90 percent reliability for assignments in rural response areas.

E. RESPONSE TIME MEASUREMENT METHODOLOGY.

1. Time intervals: System Response Time shall be measured from the time the call is shipped until the first arriving transport capable ambulance is on scene. System Response Time includes the County Combined Communications Center call processing component and the Contractor response time component. Contractor performance shall be judged based upon the “Shipped to Arrival” time interval.
2. The time stamp that will be used is the time the call is shipped by the dispatch center. The indicator is referred to as “shipped” in the computer aided dispatch (CAD) system.
3. Arrival at an incident location means the moment an Ambulance crew notifies the County’s Combined Communications Center that it is fully stopped at the location where the Ambulance shall be parked while the crew exits to assist the Patient. In situations where the Ambulance has responded to a location other than the scene, such as a staging area in cases involving hazardous materials or violent crime, arrival at an incident location shall be the time the Ambulance arrives at the proper staging location. The Medical Director may require the Contractor to log the time the patient is first contacted by the Contractor’s personnel for medical research purposes, however, arrival time shall not be measured for purposes of Response Time under this Agreement.
4. If an Ambulance fails to report upon its arrival at the incident location, then the time of the next communication between the Combined Communications Center and that Ambulance following arrival on scene shall be used for

measurement purposes. Contractor understands and agrees that failing to timely report arrival at an incident location will result in a longer response time than would have resulted with proper reporting. Failure to adequately notify the County's Combined Communications Center that it is fully stopped at the location where the ambulance shall be parked shall not be grounds for the Agreement Administrator to grant an exception.

F. "TURN AROUNDS" AND CANCELED RESPONSE CALLS

1. From time to time circumstances may cause changes in call classification. Response Time calculations for determination of compliance with Agreement standards and penalties for Non-compliance will be as follows:
2. Reassignment En route: Once dispatched, the Combined Communications Center or the Contractor can reassign an Emergency Ambulance in accordance with approved medical protocols.
3. If an Ambulance is reassigned en route prior to arrival on scene, by the Combined Communications Center, then the Response Times for the original call and reassigned call may be afforded an exception.
4. Diversions of an en route ambulance to a different call may occur when the ambulance is the closest unit to a higher priority call.
5. The Contractor may determine to cancel response to a call prior to arrival on scene in accordance with approved medical protocols if provided with supplemental information from First Responders on scene or the Combined Communications Center. If an assignment is canceled by the caller prior to arrival on the scene of the Emergency Ambulance, the Contractor's compliance shall not be calculated or subject to enforcement pursuant to this Agreement.
6. Contractor shall not be held accountable for Emergency Response Time compliance for assignments originating outside the defined limits of the Service Area. Responses to requests for service outside the Service Area will not be counted in the total number of calls used to determine compliance for the County Response Times.
7. Each incident shall be treated as a single response regardless of the number of units utilized by the Contractor to respond. Only the Response Time of the first-arriving ALS Ambulance shall be counted.
8. The Contractor shall implement protocols to provide for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood and agreed that from time to time unusual factors beyond the reasonable control of the parties may affect the achievement of Response Times Standards. These unusual factors include unusually severe weather conditions, mass casualty incidents requiring three or more ambulances, or disasters as declared by a unit or units of government.
9. Notwithstanding the fact of any of the foregoing occurrences, all exceptions

hereunder shall require written approval of the County's Agreement Administrator. Said approval shall not be unreasonably withheld.

10. If the Contractor feels that any response or group of responses should be excluded from the calculation of Response Time due to factors beyond the Contractor's ability to reasonably control, the Contractor must provide detailed documentation as to each such response to be excluded, including the date and time of the call and the reason or reasons for the request. All documents shall be provided to the County Agreement Administrator. Requests must be in writing and received by the County Agreement Administrator within 96 hours of the incident time.
11. Should the Contractor dispute the County's decision to reject an exception request, then the Contractor may appeal the County's decision to the County Manager in writing within five (5) days of the receipt of Response Time calculations summary. The County Manager's ruling shall be final and binding, and Contractor hereby irrevocably waives any appellate remedies that might exist but for this Agreement.
12. Equipment failure, traffic congestion, Ambulance failure, or other similar causes relating to human error shall not constitute grounds for an exception.
13. Isolated instances of individual deviations of Response times are considered instances of minor non-compliance with the Agreement.
14. B – E. For every Emergency Request to which Contractor's response time exceeds the Response Time provided for in Section III(B) hereof, the County shall deduct liquidated damages from the invoiced subsidy per quarter in the Amount seven (\$7.00) dollars for each minute, or portion thereof, which exceeds the applicable Response Time.
15. A & O. For every Emergency Request to which Contractor's response time exceeds the Response Time provided for in Section III(B) hereof, the County shall deduct liquidated damages from the invoiced subsidy per quarter in the Amount of three (\$3.00) dollars for each minute or portion thereof, which exceeds the applicable Response Time.
16. Not meeting Response Time Standards for at least 90 percent of measured calls in any one month shall constitute major non-compliance with this Agreement.

G. PENALTIES FOR MAJOR NON-COMPLIANCE

1. The schedule for penalties under this part and occurring within any 12- month period shall be enforceable per zone as follows:
 - a) First Occurrence \$5,000 for each failing zone
 - b) Second Occurrence \$10,000 for each failing zone
 - c) Third Occurrence \$15,000 for each failing zone

- d) The fee schedule shall be applied by examining the current offense and measuring in time whether the offense is the first, second, or third to occur within the preceding 12-month period. Non-compliance in either zone shall constitute an event of Major Non-Compliance for purposes of calculating the applicable year.
2. The County shall waive liquidated damages on a monthly basis for each category of Request for which Contractor exceeds Ninety-one and a half (91.50%) percent compliance for Emergency Requests the following monthly performance.

IV. VEHICLES AND EQUIPMENT

A. GENERALLY

1. Except as provided herein, the Contractor is required to provide and maintain all Ambulances, support vehicles, on-board medical supplies and equipment.
2. Equipment. All equipment and medical supplies utilized by Contractor shall meet or exceed the minimum requirements established by the Medical Director and Federal and State requirements for ALS ambulances. The intent of this provision is that Contractor has adequate reserve equipment to service the County.
3. Ambulances. Ambulances furnished under this agreement shall be Type I, Type II, or Type III; shall be in good condition; and shall meet or exceed the current federal department of transportation standards. New or replacement ambulances shall meet the equivalent standards at the time the ambulance is placed into service. Ambulances shall exceed 350,000 miles or five (5) years of age, whichever occurs first. Each failure to adhere to the requirements of this part shall constitute Major Non- Compliance.
4. The schedule for penalties under this part and occurring within any 12-month period shall be as follows:
 - a) First occurrence \$5,000
 - b) Second occurrence \$10,000
 - c) Third occurrence \$15,000
 - d) The fee schedule shall be applied by examining the current offense and measuring in time whether the offense is the first, second or third to occur within the preceding 12-month period.
5. The Contractor shall provide an annual listing of all Ambulances (including reserve ambulances) used in the performance of this Agreement, including registration, vehicle identification numbers, and mileage.

B. AMBULANCE, VEHICLE, AND EQUIPMENT MAINTENANCE.

1. The Contractor shall be exclusively responsible for provision and maintenance

of all Ambulances, support vehicles, and on-board equipment used by the Contractor in the performance of its work. All Ambulances and equipment used in the performance of the Agreement shall be maintained in a clean and orderly condition at all times. Any Ambulance, support vehicle, or piece of equipment with any deficiency that may reasonably compromise its full function under emergency conditions shall be immediately removed from service until such time as it is repaired or replaced.

2. The appearance of all Ambulances and equipment must be maintained in a clean and undamaged condition. Ambulances or equipment with cosmetic damage shall be removed from service and repaired before returned to service.
3. The Contractor shall implement an Ambulance maintenance program to achieve the highest standard of reliability appropriate to a modern paramedic level Ambulance service. The Contractor shall employ appropriately trained personnel in the maintenance and repair of Ambulances, develop and implement standardized maintenance practices, and incorporate a thorough and reliable record keeping system. The Contractor shall comply with or exceed the maintenance standard as outlined in Standards—Accreditation of Ambulance Services published by the Commission on Accreditation of Ambulance services.
4. Costs of replacement, maintenance, or repairs to Ambulances, Vehicles or Equipment shall be the sole obligation of the Contractor and shall not be invoiced or submitted for reimbursement to the County.
5. Personal Safety Equipment. Personal safety equipment shall be provided for all of Contractor's employees in accordance with federal or state standards as applicable from time to time. It shall be the Contractor's responsibility to maintain or replace any personal safety equipment required for the performance of the Agreement. Contractor represents and agrees that it is obligated to remain at all times up to date and in compliance with federal or state safety requirements.

V. COMMUNICATIONS SYSTEM MANAGEMENT

A. GENERALLY

1. The Contractor is required to utilize the County's Combined Communications Center for dispatch. Upon receiving written approval from the County, the Contractor may locate one of Contractor's employees at the Center for dispatch and tracking purposes. The employee so designated and approved by the County shall have access to the Center twenty-four hours per day, seven days per week. The Contractor's employee shall meet or exceed all requirements and certifications required of County employees assigned to dispatch duties at the Center.
2. Dispatch services for Emergency responses originating through the 911 system shall be provided by the County at no cost to the Contractor.

3. The County shall furnish and manage emergency Ambulance dispatch and communications services center sufficient to handle all requests for emergency Ambulance services within the Service Area. Such services shall include, but is not limited to, provision for dispatch personnel, equipment, acquisition and maintenance of necessary equipment, in- service personnel training, quality improvement monitoring, purchasing and inventory control, and related support services. Contractor shall take no role or responsibility for the components of the County's emergency management communications systems. Contractor shall, however, furnish all equipment to its ambulances, support vehicles, facilities, and employees as necessary to communicate with the Combined Communications Center including, but not limited to, radios, MCTs, and pagers.
4. Columbia County, Florida (County) utilizes an Association of Public Safety Communications Officials (APCO) Project 25 (P25) Phase 1/Phase 2 700 MHz. All mobile, portable, and control station equipment shall be equipped with the minimum FLASH listed below. For the selective alerting of individual users and/or user groups, a Call Alert can be used to trigger an activity such as a Call Alert may cause a vehicle's horn to sound and its lights to flash. Columbia County operates a VHF overlay conventional analog simulcast multisite communications system that allows for two tone paging for analog notification. Columbia County utilizes non-brand specific 700/800 MHz pagers with the ability to encrypt and receive voice/tone alert announcements for its primary notification/alerting receive devices. (Attachment 1)

VI. DATA AND REPORTING REQUIREMENTS

1. Contractor shall complete, maintain, and provide copies of its records including those records reflecting:
 - a) Each request for service dispatched to the Contractor Equipment failures;
 - b) Vehicle maintenance histories;
 - c) Patient accounts, subject to restrictions on such data as may be provided by law;
 - d) Deployment planning; and
 - e) Continuing education and certification as well as documents reflecting training compliance.

VII. STATE INSPECTIONS BY FLORIDA DEPARTMENT OF HEALTH.

1. Contractor shall provide to the County, within 10 days following the first business day of each calendar month, reports detailing the Contractor's performance during the preceding month. Reports shall reflect the Contractor's performance of clinical, operational, and financial duties imposed by this Agreement. Agreement. The Contractor shall rely upon the County to provide

operational reports reflecting Response Time from the CAD system. Response Time compliance and customer complaint resolution shall be reported not less than monthly for the duration of this Agreement. Other items to be reported shall be upon the County's reasonable request and in a format to be approved by the County.

2. Contractor shall maintain financial records in a manner to facilitate efficient comparison of dispatch and Patient Account records such that the County may properly monitor charge per Patient. Total expenses and revenues, including all direct and indirect expenses and revenues, for the Contractor's Columbia EMS operation shall be accounted separately and reported in a format approved by the County and in compliance with applicable state or federal law and generally accepted accounting principles.
3. Contractor will be required to sign a Business Associate Agreement (Privacy and Security) to ensure compliance with the privacy and security regulations pursuant to Health Insurance Portability and Accountability Act of 1996 and any amendments thereafter. Contractor will be required to designate the County as a Covered Entity to provide for the protection of the privacy and security of Health Information.

VIII. INTEGRATION OF FIRST RESPONDERS

1. The Contractor shall foster an integrated First Response program with the County Fire Department and shall, at minimum, provide the following:
 - a) The Contractor will designate the Education and Community Outreach Manager as the designated First Responder Liaison. This person will be responsible for serving as the key interface between the Contractor and all First responder agencies on all issues, including training programs, community education, quality improvement, inquiry resolution, and any other First Responder related matters.
 - b) The Contractor shall restock in a timely fashion all disposable supplies used by the First Responders agencies in the treatment of patients.
 - c) The on-scene management of an emergency incident and the structure and organization of responding resources within a standard hierarchy shall be governed by this Agreement. All resources, including resources provided by the Contractor, are subject to the direct orders and assignments of the incident commander and sector officers in order to affect the timely and orderly mitigation of any emergency.

IX. SPECIAL EVENTS COVERAGE.

Any services made available by the Contractor to the School District are outside the scope of this Agreement. The Contractor understands and agrees that standby and special events coverage may be provided by other ambulance services holding a COPCN within Columbia County, and that the County may issue additional COPCN's to meet demand for such services.

X. COMMUNITY EDUCATION / ACCESS EDUCATION REQUIREMENTS.

The County desires that the Contractor take significant steps to improve prevention and system access through community education programs to be provided to the school system and civic groups. The Contractor shall take reasonable steps to facilitate such programs within the County in collaboration with other public safety and EMS related groups including but not limited to the American Heart Association, the American Red Cross, and the County Fire Department.

XI. DISASTER DRILL PREPAREDNESS.

As requested by the Chief of the Columbia County Fire Department or the Columbia County Sheriff, the Contractor shall participate in all disaster drills conducted by County agencies.

XII. CPR TRAINING

The Contractor shall provide CPR Training to the Combined Communications Center, as requested.

XIII. PARTICIPATION IN SYSTEM DEVELOPMENT

The parties understand and agree that further development and improvement of the EMS system within the County and across the region will be necessary to enhance disaster response and mutual aid programs. The County participates with a variety of EMS related boards and committees. The Contractor shall support the County's efforts in enhancing these relationships through the Contractor's participation alongside the County.

XIV. MUTUAL AID

The Contractor shall manage its mutual aid agreements with other governmental agencies and EMS providers in a manner that does not in any way compromise or jeopardize the Contractor's ability to meet or exceed Response Time standards required by this agreement.

XV. DISASTER ASSISTANCE AND RESPONSE

1. The Contractor shall be actively involved in planning for and responding to any disaster declared by any governmental entity with jurisdiction within the State or County. Disaster coordination shall be facilitated by and with the County Emergency Management Director. The parties shall develop a "mass casualty incident" plan and an "emergency disaster" plan following incident command system guidelines provided by the County. The Contractor's supervisory personnel shall each complete incident command training and hazardous materials training. The participation shall include training, drills, and exercises.
2. In the event a disaster occurs within the County, or in the event the County directs the Contractor to respond to a disaster in a neighboring jurisdiction, normal operations shall be suspended and the Contractor shall respond in

accordance with the County's disaster plan. The Contractor shall use its best efforts to maintain primary Emergency services throughout any disaster response period. During the period of the disaster performance requirements for Response Times will not be reviewed by the County and no penalty for non-compliance shall be imposed by the County upon the Contractor.

3. Additional and direct costs resulting from the performance of disaster services that are determined to be non-recoverable from third parties may be invoiced for payment by the County according to fees schedules consistent with then-current Federal or FEMA guidelines. Invoices for uncovered costs incurred in disaster response shall not include any cost for maintaining normal levels of service under this Agreement during the disaster. Incurred costs shall be paid by the County only to the extent the County obtains relief through Federal or State agencies.

XVI. DISASTER MANAGEMENT CAPABILITIES.

A. DECLARED DISASTER

In the event of a disaster as declared by a governmental agency, the Contractor will integrate its delivery of services with the County's Comprehensive Emergency Management Plan, and provide no less than:

1. Around-the-clock staffing of the Emergency Operations Center ESF 8;
2. If requested by the County, staffing for the Emergency Operations Center's infirmary with at least one medically trained person;
3. If requested by the County, around-the-clock ambulance stand-by services at the County's special needs shelter;
4. As requested by and in cooperation with the County, assistance with post-disaster inspections of homes of special needs patients prior to returning them to their homes;
5. If requested by the County, Ambulance "strike teams" assembled using assets from other Contractor-owned facilities or operations.

B. DEPLOYMENT PLANNING AND INITIAL PLAN.

During the first 60 days of operations, the Contractor shall be excused from meeting the performance standards provided herein. During these first 60 days, the Contractor will work with the Columbia County Communications Director to develop system deployment plans and strategies that will optimize unit availability.

C. HANDLING SERVICE INQUIRIES AND COMPLAINTS.

1. The Contractor shall log and report to the County all inquiries and service complaints. The Contractor shall provide prompt response and follow-up to such inquiries and complaints and document those responses for the County's periodic review as provided herein. Such responses and reported with appropriate attention paid to patient confidentiality.

2. The Contractor shall monthly submit to the County a list of all complaints received and their disposition, status, or resolution. Copies of any inquiries and resolutions of a clinical nature shall also be referred to the County Medical Director within twenty-four (24) hours of the Contractor's receipt of same.

XVII. CLINICAL AND EMPLOYEE PROVISIONS.

A. MEDICAL OVERSIGHT.

1. The Contractor shall employ its own Medical Director necessary to providing services under this Agreement. The County and City shall furnish their own respective Medical Directors for First Responder agencies. The County will provide 911 emergency dispatch through an independent Contract with a qualified Medical Director
2. Except to the extent of County's and City's responsibilities under this agreement (911 dispatch and first responder), duties of the Medical Director employed by the Contractor shall:
 - a) Establish a uniform and appropriate standard of care, as defined herein.
 - b) Subsequently enhance the standard of care by incorporating advancements, which become known and available from time to time, or to correct defects in the system standard of care discovered as a result of quality improvement programs. However, no change shall be made in the system standard of care which results in a standard that is less than or in contravention of the minimum standards required by the laws of the State of Florida.
 - c) Review and approve local medical control standards and requirements including, if required, written and practical tests for EMS personnel providing care under the Medical Director's authority in accordance with the then-current System Standard of Care. Personnel subject to these requirements may include:
 - (1) Persons receiving telephone requests for ambulance services;
 - (2) First Responders;
 - (3) Ambulance personnel;
 - (4) Field training personnel; and
 - (5) medical control physicians.
 - d) Administer the approval, testing as required, and authorization of EMS system personnel, and establish and promulgate written guidelines in connection therewith.
 - e) Develop guidelines for online medical control, transport destination policies, and use of air medical services in support of the EMS system's mission.
 - f) No less frequently than once every four months, report to the County Administrator on the clinical aspects of the quality of care and the Response Time provided by the Contractor and the First Response agencies.

- g) Report once each year, in writing, to the County Commission on the quality of care and Response Time performance being provided by all components of the EMS system.
 - h) Monitor all aspects of system performance including clinical quality of care and verification of Response Time performance reported by First Responders and the Contractor.
 - i) Attend meetings of local medical societies, and represent the EMS system at appropriate EMS meetings, seminars, and conferences in order to stay abreast of developments in emergency medical care.
3. In the event there is a disagreement between the Contractors and the Counties medical directors, a third party, agreed to by both medical directors, will look at the facts and make a recommendation on the matter in question.
 4. The County's Medical Director shall be responsible for the Combined Communications Center and the County's first responders. The City's Medical Director shall be responsible for the City's first responders.
 5. Medical Protocols. The Contractor shall comply with Contractor and County Medical Protocols and other requirements of standard of care as established by their Medical Director. Current Medical Protocols will remain on file at the Office of the County Manager.
 6. Direct Interaction with Medical Control. Field and communications personnel shall interact directly with the system's medical leadership on all issues related to Patient care. This personal professional responsibility is essential.
 7. Medical Review and Audits. The goal of the medical audit process is to improve Patient care by providing feedback on system and individual performance. If the audit process is to be positive, it routinely must produce improvement in procedures, on-board equipment, and medical practices. It is the Contractor's responsibility to operationalize this corrective feedback.
 8. The Contractor's Medical Director may require that any Contractor employee attend a medical audit when necessary. Employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed, but must maintain the confidentiality of the medical audit process. Attendance of every certificate holder involved in a case being reviewed shall not be required unless directed by the Contractor's Medical Director.
 9. The Contractor shall have responsibility for each of the following quality assurance activities:
 - a) Prospective
 - (1) All of the Contractor's employees shall be oriented to and comply

with the Contractor's system quality assurance program.

- (2) Field personnel shall attend related medical training and continuing education sessions on a regular basis, the frequency of which shall be governed by the Contractor's program.
- (3) The Contractor's quality assurance program will interface with other such programs implemented by other jurisdictions and providers in Florida.
- (4) The Contractor will regularly review and revise quality assurance policies as necessary under the direction of the Contractor's senior management team, with oversight by the Contractor's Medical Director.

b) Concurrent

- (1) The Contractor shall employ paramedics to serve as Field Training Officers, Operations Supervisors, and Field Supervisors to provide ongoing evaluation of field personnel. The Operations Manager will serve as a field coach and mentor for post-incident review.
- (2) The Contractor shall monitor and evaluate field and medical control communications.
- (3) Field personnel shall have the opportunity for continuing education and skill improvement. Field Training Officers will work with other field personnel to help improve performance.

c) Retrospective

- (1) The Contractor shall ensure peer review of all patient records will be assessed for compliance with agency policy, medical protocols, standards of care, and quality issues which may be identified by the Contractor from time to time.
- (2) The Contractor's management will recognize, reward, and encourage positive provisions of Patient care.
- (3) The Contractor, through the Operations Manager, Supervisor, or the Medical Director, shall intervene with field personnel whose performance does not meet the Contractor's performance expectations.
- (4) The Contractor shall complete an audit of any transport where an invasive skill is performed to ensure continued provision of quality care.
- (5) The Contractor shall assist the EMS community as requested with research projects or focus audits.
- (6) The Contractor shall routinely publish or provide feedback to field personnel and other EMS system participants regarding its quality assurance findings.

XVIII. TRANSPORT REQUIREMENT LIMITATIONS

A. DESTINATIONS.

1. Contractor shall be required to transport Patients from all areas of the Service Area, to appropriate medical facilities in accordance with all Medical Control Destination Protocols.
2. Contractor May Restrict Service Based Upon Demonstrated Abuse Should the Contractor determine that an individual has abused the required transport provision for EMS services. The Contractor may report the name of that individual to the Contractor's Medical Director. The Contractor's Medical Director shall thereafter in the standard of care, reasonable procedures to enable the Contractor to decline to transport that individual after contact with online medical control.

B. REPORTING

The Contractor shall provide to the County a detailed summary on a quarterly basis of patient transport data to include patient pickup location, receiving facility, and number of miles charged.

XIX. MINIMUM CLINICAL LEVELS AND STAFFING REQUIREMENTS.

All Ambulances rendering emergency services under this agreement shall be staffed and equipped to render paramedic level care. All paramedic attendants shall be cleared to render all ALS procedures provided according to medical control protocols. The paramedic shall be the primary caregiver for all emergency patients and shall accompany all patients in the back of the Ambulance during patient transport except as may be permitted in accordance with medical control protocols.

XX. EMERGENCY AMBULANCE STAFFING CONFIGURATION:

A. GENERALLY

1. The contractor is required to staff not fewer than one (1) EMT-P and one (1) EMT on any ambulance responding to an Emergency Call.
2. Any ALS First Response unit shall be staffed by at least one (1) EMT-P cleared to perform all ALS procedures provided in accordance with medical protocols.
3. Personnel will be appropriately certified by the State of Florida at their level of qualification and will be specifically authorized by the Medical Director in accordance with Medical Control policies. The Contractor will provide 24-hour, 7 day-a-week paramedic supervision within Columbia County. The supervisor on duty shall be the lead administrator in charge of each shift. The supervisor shall be available to serve as an interface with the County's Combined Communications Center, provide posting of ambulances, respond

to customer service issues, respond to emergency calls, provide incident command support, and perform other tasks as assigned or as necessary during the shift. Failure to maintain proper staffing shall constitute a Major Non-compliance.

4. The schedule for penalties under this part and occurring within any 12-month period shall be enforceable as follows:
 - a) First occurrence \$2,500
 - b) Second occurrence \$5,000
 - c) Third occurrence \$7,500
5. The fee schedule shall be applied by examining the current offense and measuring in time whether the offense is the first, second or third to occur within the preceding 12-month period.
6. Upon the occurrence of any of the first three offenses in a 12-month period, the County shall have the option to terminate this Agreement as provided herein. If a fourth offense occurs within any 12-month period, however, the County shall terminate this Agreement for cause.

B. CHARACTER COMPETENCE AND PROFESSIONALISM OF PERSONNEL

1. The Contractor shall require professionalism and courtesy in both the conduct and appearance of Contractor's employees at all times. The Contractor shall address and correct any departure from this standard of conduct upon receipt of a complaint from the County.
2. All persons employed by the Contractor in the performance of work shall be competent and holders of appropriate licenses and permits in their respective professions.

C. DISCRIMINATION NOT ALLOWED

During the performance of this Agreement, the Contractor agrees that it will comply with all applicable provisions of federal, state and local laws and regulations prohibiting discrimination. Specifically, Contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), and all other regulations promulgated thereunder. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, marital status, veteran status, age, pregnancy, or any other characteristics protected by law. Contractor will take affirmative action to ensure that employment is offered and that employees are treated during employment without regard to their race, religion, color, disability, national origin, sex, marital status, veteran status, age, pregnancy, or any other characteristics protected by law. Such action shall include but is not limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection, including apprenticeship.

XXI. FINANCIAL AND ADMINISTRATIVE PROVISIONS.

A. TERM AND RENEWAL PROVISIONS.

The initial term of the Agreement shall be for a period of five (5) years beginning October 1, 2024. This provision shall not be construed in any manner to require either party to renew this Agreement beyond the initial 5- year period. This provision shall not be construed to limit or preclude the County from negotiating for and extending this Agreement in its sole discretion.

B. METHODS AND FORM OF COMPENSATION.

Other than as otherwise specifically set forth, the Contractor is not additionally compensated by the County under this Agreement. The County provides market rights as consideration for the covenants herein made by the Contractor for the benefit of the County. The following are the specific types of compensation available to the Contractor through this Agreement:

C. MARKET RIGHTS.

The County, except as otherwise outlined in these specifications, shall utilize the Contractor exclusively for the performance of Emergency Ambulance services within Columbia County.

D. USER FEES.

The pricing chart reflects usual and customary rates only, i.e., non- contract pricing, and does not reflect the particular fee arrangements stemming from contractual allowances that currently has in place with the prevailing insurance providers (or may have in the future). Request for Fee increases must be submitted to the BOCC for approval at least 60 days prior to implementation.

E. COMMUNICATIONS INFRASTRUCTURE.

The use of the County's Emergency Communications/EMS Dispatch Center infrastructure is provided at no cost to the Contractor for 911 related Emergency transports.

F. GRANTS.

The County agrees to cooperate with Contractor to apply for any and all grants that may be available for the enhancement of ambulance services within the County; provided, however, this shall be at no cost to the County.

G. USER FEES AND USER FEE REGULATION PROCESS.

1. User fee increase. Fee increases must be submitted to the BOCC for approval at least 60 days prior to implementation.
2. Annual renegotiations of certain factors permitted. The County understands that certain economic variances occur beyond the control of the Contractor. It is the County's intent to reduce the risk of economic loss to the Contractor for these factors as much as possible. The County considers all factors related to

labor and equipment to be within the control of the Contractor, and therefore no negotiated annual cost increases other than as provided in section 2 above for those factors shall be allowed.

3. The County shall allow negotiated cost increases to the extent of documented increases in the Contractor's actual costs of production directly resulting from increases in prices paid by the Contractor for major changes in the standard of care (consistent with industry practice and as may be approved by the County), or federal or state regulatory requirements which increase the Contractor's production costs. County shall also allow negotiated user fee increases in the event that there are substantial changes in federal reimbursement policy, which materially adversely affect the Contractor's operation. User fee increases to offset negotiated production cost adjustments shall be allowed on a prospective basis only and shall not be allowed retroactive.
4. Should the County and the Contractor reach an impasse in negotiated rate increases, as outlined in this section, either party may require that the matter be submitted to non-binding pre-suit or post-suit mediation in Columbia County, Florida, or a state court of competent jurisdiction in Columbia County, Florida.

H. BILLING SYSTEM PROFESSIONALISM

1. The Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner. The Contractor shall not unduly pressure those Patients who legitimately cannot pay.
2. Prior to the start date of this Agreement, the Contractor shall provide its then-current billing and collection policies and procedures to the County, including sample invoices, reminders, telephone collection methods, and handling of accounts turned over to collection. Policies about acceptance of assignment and write off should be specifically addressed. As these policies are amended by the Contractor the Contractor shall ensure the County receives updated copies of the policies inclusive of amendments or changes. Policies shall include not less than the following:
 - a) Local Access Phone Support. The Contractor shall supply a unique local phone number for billing inquiries from Patients and third party payers. Should the Contractor elect to manage its account receivables from a location other than the metropolitan area, a local access number still must be provided.
 - b) On Scene Collections Prohibited. For services provided within the Service Area, the Contractor shall not engage in on scene collections for local services. "On scene" for purposes of this paragraph includes at scene, en route to or from the scene, or upon delivery of the Patient to the destination.

I. FINANCIAL HARDSHIP RELIEF.

In cases where a patient demonstrates legitimate financial hardship as defined by the

Contractor's billing policies, the Contractor shall make all attempts to resolve any outstanding balance owed according to its policy up to and including forgiveness of the unpaid balance.

J. INSURANCE

1. Prior to the time the Contractor is entitled to commence any part of the work or services under the Agreement, Contractor shall procure, pay for and maintain the minimum insurance coverages and limits as provided for herein. Said insurance shall be evidenced by delivery to the County of (a) certificates of insurance executed by financially stable insurance carrier(s) acceptable to the County and licensed or permitted to write insurance by the Florida Department of Insurance, said certificates listing coverages and limits, expiration dates, terms of policies, and all carriers issuing or reinsuring said policies; and (b) a copy of each policy, including all endorsements. Insurance requirements shall remain in effect out the term of this Agreement.
2. Commercial general liability insurance, including but not limited to, contractual, premises liability, including facilities released from County and City, operations, products, completed operations, personal injury, and advertising injury. The amounts of such insurance shall be not less than \$1,000,000 per occurrence; general aggregate limit of \$5,000,000. The Contractor shall secure casualty insurance coverage for rented premises of not less than \$1,000,000 per location.
3. Professional medical malpractice insurance, or Ambulance attendants malpractice coverage, including errors and omissions with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, per occurrence; if occurrence form is available; or claims-made form with "tail" coverage extending four (4) years beyond the termination of the agreement with proof of "tail" coverage to be submitted no less than 60 days prior to the termination of the agreement, including any extensions thereof. In lieu of "tail" coverage, Contractor shall submit annually to the County a current certificate of insurance proving claims-made insurance remain in force throughout the same four-year period.
4. Worker's compensation coverage to statutory limits as required by law; employer's liability insurance of not less than \$1,000,000.00 bodily injury by incident; \$1,000,000 bodily injury by disease for each employee; and \$1,000,000 bodily injury by disease.
5. Commercial automobile liability — Bodily injury and property damage covering all vehicles used under the Agreement including owned, hired, and non-owned vehicles, including vehicles leased from the County, if any, with limits of not less than \$1,000,000 combined single limits bodily injury and property damage. Policies shall include coverage for loading and unloading hazards unless otherwise covered under general liability or professional liability. The Contractor shall provide primary coverage regardless of actual vehicle ownership.

6. "Umbrella" Coverage in the amount of at least \$5,000,000 shall be provided as additional coverage to all underlying liability policies. This policy may be written as a form following basis.
7. Endorsements required. Each policy shall require that thirty (30) days prior to its expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be sent by the insurer to the County at its address of record. The Contractor shall also notify County in a like manner within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by the Contractor from its insurer; nothing shall absolve Contractor of this requirement to provide notice.
8. Companies issuing insurance as required by this Agreement shall have no claims against the County for payment of premiums, assessments or deductibles, which are the sole responsibility and risk of the Contractor.
9. Except for Worker's compensation coverage, all policies issued pursuant to this Agreement shall name the County, its officers, employees, and the Medical Director, as additional insureds (general liability and auto liability) and loss payee where appropriate.
10. All insurance shall be maintained with companies that:
 - a) Hold a "general policy holders rating" of "B+" or better, as set forth in the most current issue of "Best Insurance Guide," the successful rating to "B+" or comparable rating from reputable rating organizations;
 - b) Are licensed or permitted to operate in the State of Florida; and
 - c) Are in good standing with the Florida Department of Insurance or similar Agency.
11. Self-insured Risk. Any program of self-insurance risk employed by Contractor shall be subject to prior approval and ongoing monitoring by the County and their legal counsel. In addition to any assurances required by the County under this provision, as initially agreed prior to final award of the Agreement, the following items shall at a minimum be met to the County's satisfaction:
 - a) Potential fiscal liability associated with the risk to be assumed by the Contractor must be reasonable and limited to an amount which would, if realized, not impair Contractor's ability to performance obligations under the Agreement.
 - b) Throughout the term the County and City shall be immediately notified of any major claims, the amount reserved against potential claims, or other program changes, which may adversely affect the Contractor's ability to provide insurance against the risk as required in the Agreement.
 - c) The self-insured program meets and complies with all applicable laws and regulations.

K. INDEMNIFICATION.

1. The Contractor shall indemnify, save and hold the County, its officers, employees, agents, successors and assigns harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expense, order, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney or expert fee, and related obligation (collectively, the "claims") arising from or related to acts and omissions of Contractor in its performance under the Agreement, whether direct or indirect, including but not limited to liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs or expenses, fines, penalties, sanctions, interest levied, and other charges levied by federal, state, local, or other government agencies by reasons of the Contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is unlimited; provided, however that the indemnity is not intended to cover claims against the County arising solely from the County's own negligence or intentional misconduct.
2. The following provisions shall control the indemnity provided hereunder:
 - a) Indemnity defense: Contractor, at its cost and expense, shall fully and diligently defend County against any claims brought, investigations undertaken or actions filed which concern claims for which the County is indemnified. Contractor may employ qualified attorneys of its own selection to appear and defend the claim or action on behalf of County upon County approval. Contractor, acting in good faith and in the best interest of County, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against County so long as such compromise or settlement does not impose a liability on County not fully covered and satisfied by the indemnity provided by this section or, in County's judgment, subject to any material adverse order, judgment, or decree s its image or ability to operate its business as previously conducted. Otherwise, County reserves the exclusive right to reject any such compromise or settlement and prosecute the claim, compromise or settlement. Contractor shall inform County, on a quarterly or more frequent basis, on the progress and proposed resolution of any claim and shall cooperate in responding to inquiries of County and its legal counsel.
 - b) Reimbursement for expenses. Contractor shall reimburse County or City for any and all necessary expenses, attorney's fees, interest, penalties, expert fees, or costs incurred in the enforcement of any part of the Agreement thirty (30) days after receiving notice that County has incurred them.
 - c) Cooperation of parties and notice of claim. Contractor and County or City shall provide the other prompt written notice of any such audit or review of any actual or threatened claim, or any statement of fact coming to that party's attention which is likely to lead to a claim covered by the indemnity. Each party agrees to cooperate in good faith with the other and respond to any such audit or review and defending any such claim. The County agrees that it shall provide Contractor with any defenses that might be asserted by County and which may be assigned

under Florida Law.

L. PERFORMANCE SECURITY.

Continuous Service Delivery. Contractor expressly contracts that, in the event of a Default by the Contractor under the Agreement, Contractor will work with the County to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Contractor agrees that there is a public health and safety obligation to assist the County in every effort to ensure uninterrupted and continuous service delivery in the event of Default, even if Contractor disagrees with the determination of Default.

M. PERFORMANCE BOND, LETTER OF CREDIT, OR CASH ESCROW ACCOUNT.

1. Contractor will deposit with the County Manager an annually renewable performance bond, letter of credit, or cash escrow account in a form satisfactory to the County. The amount of the performance bond, letter of credit, or cash escrow account shall be \$250,000.00 and be issued by a federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC, A or higher by Standard and Poor's, or A or higher by Moody's investors or a comparable rating by a future comparable rating system. The federally insured banking institution, on which the performance bond, letter of credit is drawn, shall be acceptable as determined by the County Manager and County Attorney.
2. The performance bond, letter of credit, or cash escrow account, if applicable shall be used to ensure the operation of the Ambulance service after a "take-over" has been affected by the County including but not limited to, the cost of take-over by the County, including any necessary rebidding, renewal, negotiation, or related administrative expenses.
3. Notice of change is required for performance bond, letter of credit. Any performance bond, letter of credit shall contain the following endorsement: "at least 60 (sixty) days prior to cancellation, replacement, failure to renew, or material alteration of this performance bond, letter of credit, written notice of such intent shall be given to the County by the financial institution. Such notice shall be given by certified mail to the County Manager and County Attorney."
4. Cooperation with Takeover Required. In the event of a take-over by County pursuant to this agreement, in accordance with other terms hereof, Contractor shall forfeit its performance security to enable the County to restore service immediately, the foregoing requirement is not intended by the parties to fix an amount of damages to be recovered by County in the event of any Default by the Contractor, but merely to allow the County the financial ability to mitigate some of the damages that County will suffer by reason of such Default by Contractor. The County has estimated, and Contractor shall agree, that the damages in the case of Default by Contractor shall in no case be less than \$250,000.00.
5. Letter of Credit Disposition. The performance bond, letter of credit, or cash

escrow account shall become the property of the County in the event that the Agreement is canceled by reason of Default of the Contractor. The performance bond, letter of credit, or cash escrow, if applicable, shall be retained by the County and returned to Contractor at the expiration of the Agreement, provided that there is no outstanding breach, unpaid penalties, fines, taxes or other Contractor payment deductions or adjustments due by Contractor or any other debts due to the County, or debts to other entities due by Contractor or debts due to Contractor's creditors.

6. Rights Reserved. The rights reserved to the County with respect to the performance bond, letter of credit, or cash escrow are in addition to all other rights of the County, whether reserved by the Agreement, or otherwise authorized by law, and no action, proceeding or right with respect to the performance bond, letter of credit shall affect any other right the County has or may have.

XXII. CONTRACTOR DEFAULT AND PROVISIONS FOR TERMINATION OF THE AGREEMENT.

A. CONDITIONS AND CIRCUMSTANCES, WHICH CONSTITUTE DEFAULT OF THE AGREEMENT, SHALL INCLUDE THE FOLLOWING:

1. Failure of the Contractor to operate the EMS system in a manner which enables County and the Contractor to remain in compliance with federal or state laws, rules, or regulations, medical control policies approved by the and/or related rules and regulations adopted pursuant thereto;
2. Failure of Contractor to meet the System Standards of Care as established by the Medical Director;
3. Falsification of information supplied by Contractor during or subsequent to this procurement process;
4. Failure of Contractor to provide data or falsification of data supplied during the course of operations, including by way of example but not by way of exclusion, dispatch data, Patient report data, Response Time data, financial data or falsification of any other data required under the Agreement;
5. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period by Contractor;
6. Failure of Contractor to maintain equipment in accordance with manufacturer recommended maintenance practices;
7. Failure of Contractor's employees to conduct themselves in a professional and courteous manner and to present a professional appearance;
8. Failure of Contractor to comply with the approved rate regulation, billing or collection provisions of the Agreement;
9. Contractor makes assignment of any kind for the benefit of creditors, files a

petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions to apply for any custodian, receiver, or trustee for a substantial part of its property, commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction;

10. Failure of Contractor to cooperate with and assist the County after a Default has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond Contractor's reasonable control;
11. Acceptance or payment by Contractor or any of Contractor's employees of any bribe, kick-back or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of Contractor or Contractor's employees could reasonably be construed as a violation of federal, state or local law;
12. Failure of Contractor to maintain insurance in accordance with the Agreement;
13. Chronic failure of Contractor to consistently meet
Response Time requirements as set forth in the Agreement;
14. Failure to submit an audited financial statements prepared by a certified public accountant or public accounting firm within the specified time frame under the terms and conditions outlined in the Agreement;
15. Failure to maintain a performance bond, letter of credit, or cash escrow account upon the terms and in the amount specified in Agreement;
16. Any other failure of performance, clinical or other System Standards of Care as required in the Agreement and which is determined by the County Commission to constitute a Default or endangerment to public health and safety.

XXIII. COUNTY REMEDIES.

A. GENERALLY

If conditions or circumstances, including but not limited to a Default as set forth in Section G exist, County shall have all rights and remedies available at law and equity under the Agreement, specifically including the right to terminate the Agreement, the right to pursue Contractor for damages and the right of Emergency take-over as set forth in Section V. Subsection I. All County remedies shall be cumulative and shall be in addition to any other remedy available to the County.

B. PROVISIONS FOR CURING DEFAULT AND EMERGENCY TAKE OVER.

1. In the event the County determines that there has been a material breach by the Contractor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such Default shall constitute a Default of the Agreement. In the event of a Default,

County shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the Default. Contractor shall have the right to cure such Default within five (5) calendar days of receipt of such notice and the reason such Default endangers the public's health and safety. Within twenty-four (24) hours of receipt of such notice, Contractor shall deliver to County, in writing, a plan of action to cure such Default. If the Contractor fails to cure such Default within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of County) or Contractor fails to timely deliver the cure plan to the County, County may take-over Contractor's operations. Contractor shall cooperate completely and immediately with County to affect a prompt and orderly transfer of all responsibilities to County.

2. To accomplish uninterrupted delivery of service, County may, in exercising an Emergency takeover, take possession of all of the Contractor's Ambulances, equipment, facilities and records used in the performance of the Agreement. County may retain possession of said equipment, facilities and records until such items can be acquired by County or another Contractor is engaged to perform the service. Should the County exercise this option, it shall not be required to pay the Contractor any rental for such equipment and facilities during the time they are used by the County not to exceed 60 days. Liability of the County to the Contractor for this period will be that of a service for hire, with ordinary wear and tear specifically exempt from such liability.
3. The Contractor shall not be prohibited from disputing any such finding of Default through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. Nor shall such dispute by Contractor delay the County's access to the funds made available by the performance bond or letter of credit. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a Default has occurred shall be initiated and shall take place only after the Emergency take-over has been completed, and shall not under any circumstances delay the process of an Emergency take-over or the County's access to performance security funds as needed by the County to finance such take-over of operations.
4. Contractor's cooperation with and full support of such Emergency take-over, as well as the Contractor's immediate release of performance security funds to the County shall not be construed as acceptance by the Contractor of the findings and Default, and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of Default was made in error. However, failure on the part of the Contractor to cooperate fully with the County to affect a smooth and safe take-over of operations, shall itself constitute a breach of the Agreement, even if it was later determined that the original declaration of Default by the County was made in error.

C. "LAME DUCK" PROVISIONS.

1. Should Contractor fail to prevail in a future procurement cycle, Contractor shall agree to continue to provide all services required in and under the Agreement until the new Contractor assumes service responsibilities. Under these circumstances Contractor will, if requested by County, for a period of three (3) months, serve as a lame duck Contractor. To ensure continued performance fully consistent with the requirements of the Agreement through any such period, the following provisions shall apply:
 - a) Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;
 - b) Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting Contractor service and operating cost to maximum profits during the final stages of the Agreement;
 - c) County recognizes that if a competing organization should prevail in a future procurement cycle, Contractor may reasonably begin to prepare for transition of service to the new Contractor. County shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period.
2. During the process of any competitive bid conducted by County for the services covered by the agreement, Contractor shall permit its Non-management personnel reasonable opportunities to discuss with competing organizations the issues related to employment with such organizations in the event Contractor is not the successful Contractor. Contractor may, however, require that its Non- management personnel shall refrain from providing information to a competing organization regarding Contractor's current operations, and Contractor may also prohibit its management level personnel from communicating with representatives of competing organizations during the competition. However, once County has made its decision regarding award, and in the event Contractor is not the winner, Contractor shall permit free discussion between any County-based Contractor employee and the winning Contractor without restriction, and without adverse consequence to any County-based employee.

XXIV. GENERAL PROVISIONS.

A. ASSIGNMENT.

1. The Contractor shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and, at the option of the County shall not convey any rights to the assignee.

2. Any change in Contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The County shall not unreasonably withhold its approval of a requested change in ownership, so long as the transferee is of known financial and business integrity for the undertaking and can conclusively demonstrate the ability to perform all terms and conditions and obligations of this Ambulance Service Agreement.

B. PAYMENTS.

- C. ALL PAYMENTS MADE UNDER THIS PROPOSAL WILL BE MADE IN ACCORDANCE WITH THE LOCAL GOVERNMENT PROMPT PAYMENT ACT; IN EFFECT, NOT LATER THAN 45 DAYS FROM RECEIPT OF PROPER INVOICE. PAYMENT OF APPROVED INVOICES, SUBMITTED QUARTERLY, ARE MADE BI-WEEKLY.**

D. PERMITS AND LICENSES.

- E. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD ANY AND ALL REQUIRED FEDERAL, STATE OR LOCAL PERMITS OR LICENSES REQUIRED TO PERFORM ITS OBLIGATIONS UNDER THE AGREEMENT. IN ADDITION, THE CONTRACTOR SHALL MAKE ALL NECESSARY PAYMENTS FOR LICENSES AND PERMITS FOR THE SERVICES AND FOR ISSUANCES OF STATE PERMITS FOR ALL AMBULANCE VEHICLES USED. IT SHALL BE ENTIRELY THE RESPONSIBILITY OF THE CONTRACTOR TO SCHEDULE AND COORDINATE ALL SUCH APPLICATIONS AND APPLICATION RENEWALS AS NECESSARY TO ENSURE THAT THE CONTRACTOR IS IN COMPLETE COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS FOR PERMITS AND LICENSES AS NECESSARY TO PROVIDE THE SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ITS EMPLOYEE'S STATE AND LOCAL CERTIFICATIONS AS NECESSARY TO PROVIDE THE SERVICES, IF APPLICABLE, ARE VALID AND CURRENT AT ALL TIMES.**

F. COMPLIANCE WITH LAWS AND REGULATIONS.

All services furnished by the Contractor under the Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be the Contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under the Agreement, and to maintain compliance with those applicable standards at all times. Furthermore, the Contractor agrees to perform in accordance with the provisions of any regulations or written guidelines established by the Medical Director.

G. PRODUCT ENDORSEMENT/ADVERTISING.

Contractor shall not use the name of the County or City for the endorsement of any commercial products or services or Contractor's logo or brand name without the expressed written permission of the County.

H. AUDITS AND INSPECTIONS.

County representatives may, at any time, and without notification, directly observe Contractor's operations to include maintenance

I. FACILITY, VEHICLES AND EQUIPMENT AND ANY AMBULANCE POST LOCATION.

A County representative may ride as "third person" on any of the Contractor's Ambulance units at any time, provided, that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere with the Contractor employee's duties, and shall at all times be respectful of Contractor's employer/employee relationships. At any time during normal business hours and as often as may be reasonably deemed necessary, County representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, patient records, financial records of the Contractor pertaining to the Agreement. County may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment agreements, and other documentation for County to fulfill its oversight role.

J. ANNUAL FINANCIAL AUDIT REQUIRED.

Contractor shall provide the County with annual audited financial statements prepared by an independent public accounting firm in accordance with generally accepted accounting procedures consistently applied. Statements shall be available within one hundred fifty (150) days of the close of each fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for service rendered to the County pursuant to the Agreement are required and shall be subject to the independent auditor's opinion.

K. OMNIBUS PROVISION.

Contractor understands and agrees that for four years following the conclusion of the Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent Agreements, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

L. RETURN OF EQUIPMENT.

Contractor agrees to return any County issued EMS equipment in good working order, normal wear and tear excepted, at the termination of the Agreement. For any County equipment not returned at the conclusion of the term or for any equipment returned damaged or otherwise unusable, County shall repair or replace said equipment at Contractor's expense based upon the FMV of the used equipment.

M. WARRANTY REGARDING CONSIDERATION AND PROCUREMENT.

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to procure or solicit a Agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from this procurement. Further, Contractor represents that its pricing

has been independently arrived at without collusion. It has not knowingly influenced and promises that it will not knowingly influence a County employee or former County employee to breach any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks. Violation of this warranty shall constitute Default of the resulting Agreement.

N. RELATIONSHIP OF THE PARTIES.

Contractor is an independent contractor. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and the Contractor.

O. RIGHTS AND REMEDIES NOT WAIVED.

Contractor will be required to covenant that the provision of services to be performed by the Contractor under the Agreement shall be completed without further compensation than that provided for in the Agreement. The acceptance of work under the Agreement and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the Agreement. In no event shall payment of consideration by County constitute or be construed to be a waiver by County of any default or covenant or any Default by Contractor. County's payment shall in no way impair or prejudice any right or remedy available to the County with respect to such default.

P. CONSENT TO JURISDICTION.

Contractor shall consent to the exclusive jurisdiction of the courts of the State of Florida in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement. Sole and exclusive venue shall lie in Columbia County, Florida.

Q. END-TERM PROVISIONS.

The Contractor shall have ninety (90) days after termination of the Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term.

R. NOTICE OF LITIGATION.

Contractor shall agree to notify County within seventy- two (72) hours of any litigation or significant potential for litigation of which Contractor is aware. Further, Contractor will be required to warrant that it will disclose in writing to the County all litigation involving the Contractor, Contractor's related organizations, owners, and key personnel. Said notification shall be limited to incidents arising solely in Columbia County.

S. AGREEMENT TO PAY ATTORNEY'S FEES AND EXPENSES.

In the event either party should default under any of the provisions of this agreement and the other party should employ attorneys or incur other expenses for the collection

of amounts due or the enforcement of performance or observance of any obligation or agreement on the part of either party, the prevailing party shall recover from the other party the reasonable fee for such attorneys and such other reasonable expenses and costs so incurred.

T. NOTICES.

All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by either registered or certified mail or by nationally recognized guaranteed over- night courier service, postage prepaid, as follows:

If to County:
County Manager
PO Box 1529
Lake City, Florida 32056-1529

If to City:
City Manager
205 North Marion Avenue
Lake City, Florida 32055

With a copy to:
County Attorney
Post Office Box 550
Lake City, FL 32056

With a copy to:
City Attorney

If to Contractor:

U. EXECUTION COUNTERPARTS.

This agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute and be one and the same instrument.

V. BINDING EFFECT.

This agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.

W. SEVERABILITY.

In the event that any provision of this agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this agreement shall as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

X. PUBLIC RECORDS.

The parties acknowledge County is a political subdivision of the State of Florida and is required to comply with the Public Records Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provision required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Contractor will maintain original or copies of its records regarding or arising out of this agreement for a minimum of five (5) years after the termination of this agreement, and shall make such records reasonably available to the County upon request.

Y. ENTIRE AND COMPLETE AGREEMENT.

This agreement as amended and all appendices hereto constitute the entire and complete agreement of the parties with respect to the services to be provided hereunder. This agreement unless provided herein to the contrary, may be modified only by written agreement duly executed by the parties with the same formality of this agreement.

Z. ADDITIONAL COVENANTS.

1. Contractor hereby agrees that it will not bring an action in any court or other forum seeking to void, nullify, terminate or set aside this Agreement on the grounds that the agreement does not comply with the laws of Florida, including the Constitution of the State of Florida as revised in 1968 and subsequently amended (the "Constitution"). For clarification, the parties agree that the foregoing is not an acknowledgment or admission by either party that this agreement does not comply with the laws of the State of Florida, including the Constitution, and that the foregoing statement does not amend, modify or limit the parties' respective representations herein.
2. Notwithstanding anything in this Agreement to the contrary, neither party will be liable to the other party for any indirect, incidental, loss of profits, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement to the extent and in the event a court of competent jurisdiction should declare all or any material portion of this Agreement contrary to law or otherwise invalid.

AA. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

All representations, warranties and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by the parties contained in this agreement, or in any document delivered in contemplation hereof, shall survive the execution of this agreement and the termination, either voluntarily or involuntarily, of this agreement.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

COLUMBIA COUNTY, FLORIDA

By: _____
Ron Williams, Chairman
Board of County Commissioners

ATTEST: _____
Jay Swisher, Clerk of Courts

(SEAL)

CITY OF LAKE CITY, FLORIDA

By: _____
Print: _____
Title: _____

ATTEST: _____
Print: _____
Title: _____

(SEAL)

CONTRACTOR: _____

By: _____
Print: _____
Title: _____

Attachment 1

CC Subscriber Minimum Network Access Requirements

Licenses ID	Q806CB ASTRO DIGITAL CAI OPERATION.	Q361AN P25 9600 BAUD TRUNKING	QA01767AB P25 LINK LAYER AUTHENTICATION.	H869BW MULTIKEY
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Licenses ID	HKVN4915A ALIAS UPDATE	HKVN4914A IMW GROUP MANAGEMENT	GA01767AG RADIO AUTHENTICATION	H38BS SMARTZONE OPERATION
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Licenses ID	QA09008AA GROUP SERVICES	G996AP PROGRAMMING OVER P25	Q629AH AES and ADP ENCRYPTION
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Requires additional network license (Presence). The licenses are transferable.

Licenses ID	QA09008AA GROUP SERVICES	G996AP PROGRAMMING OVER P25
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Attachment 2
Urban Service Zone (URB)



