



**Morgan County
West Virginia**

Request for Proposal

**Morgan County Emergency Medical
Services Board, Inc**

77 Fairfax St, Room 107
Berkeley Springs, Wv 25411

Issued: December 2, 2015

Due: January 15, 2016 no later than 4:00 P.M. (Eastern Standard Time)

**RFP #15-01
Emergency Ambulance Services**

Morgan County Emergency Medical Services Board, Inc. (herein after referred to as MCEMSB) is soliciting written proposals, on a competitive basis, from interested and qualified professionals to provide Emergency Ambulance Services within the incorporated and unincorporated areas of Morgan County and the municipalities of the specified Option in Exhibit "A", as well as additional associated support services, as specified in this Request for Proposal ("RFP").

Information regarding this RFP is located on the County's website at www.morgancountywv.gov.

A mandatory pre-proposal conference will be held at 10:00 a.m. (EST), Tuesday, December 15, 2015 in the Morgan County Commission Meeting Room. All interested respondents are required to attend this meeting. No questions will be answered after January 1, 2016. Failure to participate will result in the rejection of your proposal.

The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with the Morgan County Emergency Medical Services Board, Inc. Your proposal must be received in the MCEMSB Office **no later than 4:00 p.m. (EST) on January 15th, 2016.** Proposals should be addressed to:

Laura Breeden
Morgan County Emergency Medical Services Board, Inc
77 Fairfax St Room 107
Berkeley Springs, Wv 25411

The package containing an original copy (clearly identified as original) and ten (10) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, EMERGENCY AMBULANCE SERVICES, RFP #15-01 noted on the outside.

Sincerely,

Signed Original On File

Laura Breeden
Morgan County Emergency Medical Services Board, Inc
Administrator

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Notes:

Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information, attachments, and exhibits that accompany this RFP.

- EXHIBIT "A" OPTION 1 - COST PROPOSAL
- EXHIBIT "A" OPTION 2 - COST PROPOSAL
- EXHIBIT "A" OPTION 3 - COST PROPOSAL
- EXHIBIT "B" OPTION 3 – MAP (sent via electronic format)
- EXHIBIT "C" ARTICLE 4C-EMERGENCY MEDICAL SERVICES ACT
- ARTICLE 15 CHAPTER 7- EMERGENCY AMBULANCE SERVICE ACT OF 1975
- TITLE 64 LEGISLATIVE RULE-EMERGENCY MEDICAL SERVICES
- EXHIBIT "D" ALS/BLS VEHICLE EQUIPMENT LIST, VEHICLE MARKINGS

I. INTRODUCTION

MCEMSB Inc is seeking proposals from interested and qualified professionals to provide Emergency Ambulance Services within Morgan County as specified in Option in Exhibit "A",

This Request for Proposal ("RFP") is being released to invite interested and qualified companies to prepare and submit proposals in accordance with instructions provided where one or multiple successful candidate(s) will be selected and invited to enter into a contractual relationship with MCEMSB for the Services outlined in this RFP. In this RFP, the terms proposer and contractor are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Have a minimum of five (5) years' experience providing the requested Services described in the RFP.
2. Have sufficient, competent and skilled staff with experience in performing the Services.
3. Have all appropriate licenses and certifications required in the State of West Virginia to perform the services and procure all permits, pay all charges, taxes and fees.
4. Shall be licensed by the West Virginia Office of Emergency Medical Services at the appropriate level.
5. Provide a written statement of compliance that you adhere to all WV Legislative Rule Title 64 requirements and provide proof/documentation if necessary.
6. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely.)

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

Laura Breeden, Administrator

304-258-8566

Morgan County Emergency Medical Services Board, Inc,

77 Fairfax Street Room 107, Berkeley Springs, West Virginia 25411

Respondents requesting additional information or clarification are to contact Laura Breeden in writing at Lbreeden@morgancountywv.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be December 30, 2015 by 12:00 p.m. (EST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at Morgancountywv.gov within forty-eight (48) hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within the Morgan County Emergency Medical Services Board regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **January 15, 2016 @ 4:00 p.m. (EST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

MCMSB reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified.

Request for Proposals Released	Wednesday, December 2, 2015
Pre-Proposal Conference	10:00 a.m. (EST), Tuesday, December 15, 2015
Last day for questions to be submitted	4:00 pm Wednesday December 30, 2015
Proposal Due Date	4:00 pm Friday, January 15, 2016 pm (EST)
Notification of Award	February-March, 2016
Services to Commence	July 1, 2016

A mandatory pre-proposal conference will be held at 10:00 a.m. (EST), Tuesday, December 15th 2015 in the Morgan County Commission Meeting Room All interested respondents are required to attend this meeting. Failure to participate will result in the rejection of your proposal.

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the MCMSB to award a contract. The MCMSB reserves the right to accept or reject any or all proposals if the MCMSB determines it is in the best interest of the MCMSB to do so. The MCMSB will notify all proposers, in writing, if the MCMSB rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the MCMSB to pay any costs incurred in the preparation of a proposal in response to this RFP and proposers agree that all costs incurred in developing this RFP are the proposer's responsibility.

E. Final Authority

The final authority to award a contract rests solely with the MCEMSB

F. Proposal Validity

Proposals submitted hereunder will be firm through the execution of the contract with the successful contractor.

G. Disclosure of Proposal Contents

The contractor understands and acknowledges that the MCEMSB is a governmental entity subject to the laws of the State of West Virginia and that any reports, data or other information supplied to the MCEMSB is subject to being disclosed as a public record in accordance with the laws of the State of WV. All proposals and other materials submitted become the property of MCEMSB

VII. GENERAL REQUIREMENTS AND INFORMATION

A. Background

The intent of this RFP is to receive proposals to provide Emergency care and transport as stated in Exhibit "A" The MCEMSB is seeking the highest quality, most reliable emergency ambulance services at the most reasonable price. Proposals not meeting this intent will be considered unresponsive.

The MCEMSB'S contract service area will be defined by Exhibit "A" and contract awarded at the end of the bid process. This may include an area of approximately 229 square miles and a population of approximately 17,498 people.

The new contract will be an E-911 emergency service contract with fully staffed and equipped units.

The Current EMS System receives approximately 1600 to 2000 calls per year.

B. Scope of Contract

The MCEMSB wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the MCEMSB's personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

C. Project Time Frame

The initial contract term will begin July 1, 2016 through June 30, 2018, with the option to renew for one to two (1-2) additional years beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal period will be upon mutual written consent of both parties. Contractor must be fully operational as of the beginning of the contact start date.

D. Reservation of Rights

The MCEMSB reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The MCEMSB may at any reasonable time, at its expense, make an audit of the Contractor's books relative to the Accounts.

E. Selection Criteria

Each proposal response will be evaluated on the criteria outlined in Section IX & XII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

F. Additional Information and References

Any additional information that would be helpful to the MCEMSB in evaluating a proposal, including a list of current and former clients with a similar profile to MCEMSB, should be submitted.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the MCEMSB.

IX. PURPOSE / SCOPE OF WORK

To select the best-qualified proposer (hereinafter referred to as "Contractor") and award a MCEMSB approved contract to a suitably qualified Contractor to provide the work and services as described in this RFP.

Required Services / Scope of Work

A. INTENT

1. The intent of this RFP is to receive proposals to provide Emergency care and transport via Advanced Life Support (ALS) and/or Basic Life Support (BLS) Service for the MCEMSB. The MCEMSB is seeking the highest quality, most reliable emergency ambulance services at the most reasonable price. Proposals not meeting this intent will be considered unresponsive.
2. The successful Contractor shall be responsible for providing ambulances and personnel for response to emergency requests throughout Morgan County, and within the municipalities of the specified Option in Exhibit "A". The successful Contractor will abide by all Morgan County and the State of WV Mutual Aid Contracts.
3. In this procurement, the MCEMSB desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the MCEMSB and the Contractor should always be one of cooperation and not conflict. The contracted services shall include, but not be limited to, the management and operation of all ambulances and staff, additionally, the service shall include medical supply purchasing, all fleet maintenance, and public education.
4. Oversight and review of, and compliance with performance standards of the contract, will be conducted by the MCEMSB or designated committee

5. The MCEMSB committee will be comprised of 2 MCEMSB members appointed by the board and the MCEMSB Emergency Services Medical Director. In addition, there shall be one non-voting member who shall be a representative of the third party provider. The committee shall have the authority to review all records associated with the Ambulance Services Agreement and shall have the discretion to inspect the third party provider's ambulances upon request.

B. GENERAL DUTIES

1. The Contractor must maintain compliance with WVOEMS.
2. The Contractor must maintain compliance with the rules and regulations of The WV Department of Health and Human Resources.
3. The Contractor must stock and maintain all ALS (Advanced Life Support) and/or BLS Vehicles with equipment required by the office of WVOEMS, WVDHHR, State of WV and any additional equipment required by the MCEMSB.
4. The Contractor must provide and pay for all administration, insurance, professional expertise, labor, buildings, materials, vehicles, and equipment necessary to respond to all emergency calls.
5. In responding to emergency requests, the Contractor shall satisfy the response time performance requirements.
6. The Contractor must allow ambulances to be dispatched, located and monitored by the Morgan County 911 Dispatch Center.
7. The Contractor will be responsible for supplying vehicles, personnel, buildings, equipment and supplies. Maintenance and up keep of these will be the responsibility of the Contractor.
8. The Contractor shall replace all disposable medical supplies (i.e.: first aid kits, bandages, gauze, etc) used by any volunteer fire company within Morgan County that assists on medical calls within twenty-four (24) hours of use. Disposable medical supplies also include EMS Personal Protective Equipment (ie: gloves, mask, gowns, etc.). Any non-disposable medical supplies shall be returned as soon as reasonably possible.
9. The Contractor shall immediately restock its ambulance with all supplies required herein or return to the nearest station to restock.
10. The Contractor must apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and Rules and Regulations of the WV Department of Health, WV OEMS and State Medical Director for conducting services described in this RFP. The Contractor must accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.
11. The Contractor must make emergency services (as defined in this RFP) available to all persons within the service area defined in the Contract. Fees for services shall not escalate during the term of the Contract.
12. The Contractor shall provide a standby ambulance and emergency medical personnel for standby upon request of the OES Director, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at fire, rescue and hazardous materials response incidents.
13. The Contractor must comply with all the County Emergency Plans, or successor plans adopted and approved by the County, and/or the Morgan County OES whenever the provisions or such plan or plans are in effect.

14. The Contractor further agrees to participate in at least two (2) community disaster drills per calendar year, as directed by the OES Director of Morgan County. Personnel used for such drills will not affect the number of ambulances dedicated to the response areas of the contract.

15. The Contractor may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

C. EMERGENCY TRANSPORT

1. The Contractor must provide emergency services from the scene to the nearest **appropriate**, certified health facility for all persons in the service area.

D. COMMUNICATIONS EQUIPMENT

1. The Morgan County Commission and E911 will supply the contractor with County Radios. The cost of installation of radios will be the responsibility of the Contractor. The County Commission/E911 will repair/replace broken equipment, if equipment fails or breaks under normal wear and tear conditions. Any equipment that is broken due to neglect, misuse or abuse or is lost will be the responsibility of the Contractor to repair/replace with OES and County approved equipment. Radios are to be insured by the contractors' insurance policy. Contractor will be provided an accountability listing of all radios issued to them by the County, daily accountability will be the responsibility of the Contractor and to communicate immediately any missing or lost equipment to the 911 Director.

E. NOTIFICATION

1. The Contractor must submit on a monthly basis a copy of the WV EPCR Agency report received by the State to the MCEMSB. Non-compliance reports will be forwarded to the Contractor.

2. The MCEMSB must be notified in writing within forty-eight (48) hours whenever the following occurs:

- Any employee that fails to renew or keep valid certifications for services provided as outlined in Exhibit A.
- Any change in the Contractor's management or supervisory structure.

F. AVAILABLE AMBULANCES

1. The Contractor shall determine the number of ambulances needed to meet the response time performance specifications as specified in Exhibit "A". If the Contractor has no ambulances available for an emergency request (level 0) and/or fails to meet the response time provided herein, a performance penalty may be deducted from the Contractors monthly payment by the MCEMSB.

2. In the event the total number of ambulances decreases to an amount that would have a significant impact on emergency medical services in the defined coverage area the Contractor shall have the ability to provide, through their own resources, finances or written agreement with another provider, additional ambulances and support personnel to continue to provide coverage throughout the defined coverage area, provided that those agencies and employees are certified and licensed in the State of WV

3. The Contractor shall provide adequate staffing to meet the response time performance specifications as outlined in exhibit "A"

4. When an ambulance is taken out of service due to mechanical failure or accident, a replacement ambulance that is staffed and equipped according to this RFP must be made available within forty-five (45) minutes.
5. When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance must be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.

G. RESPONSE TIME

1. As used herein, the term emergency request shall include any response received by the Contractor from the Morgan County E911 Dispatch Center, a call received directly from the public within the service area or from any of the participating entities. Should a request for response be received from an agency other than the Morgan County 911 Dispatch Center, the 911 Dispatch Center is to be notified immediately by the Contractor of this request.

2. Response times are a key measure of the Contractor's performance. The Contractor shall have a response compliance rate of ninety percent (90%) based on a calendar month, and shall have a response (on scene) time to ALL "Box" (see Exhibit B Map) area calls within Morgan County and the included municipalities within fourteen (14) minutes or less.

3. Response times shall be calculated and monitored as follows:

A: En-route: From the moment the Contractor is notified of the emergency service request until the Contractor's ambulance notifies E911 that they are en-route to the scene.

Contractor shall have an "En-route" response time of less than three (3) minutes.

B: On-Scene: From the moment the Contractor's unit notifies the E911 center that it is En-route to the scene until the unit arrives on scene. Contractor shall have an "On-Scene" time of less than fourteen (14) minutes to all calls in each of the "Box" areas. (See Exhibit B Map)

4. If, in each monthly period, the Contractor fails to respond to emergency requests within the applicable performance requirement, as set forth above, the Contractor may be subject to performance penalties.

5. Response time exemptions. The Contractor shall maintain projections for reserve staffing capacity for increased production in the event of a temporary system overload. However, it is understood that on occasion unusual factors beyond the Contractor's control affect the achievement of the required response time standards.

6. For purposes of determining the Contractor's compliance with the response time standards as set forth in this RFP, and for calculating performance penalties, every request for ambulance service shall be counted **except** as follows:

- Requests which are cancelled before the Contractor's arrival at the incident location, but before the contracted response time has expired. Calls which are cancelled before the Contractor's arrival at the incident location that are beyond the contracted response time will be counted.
- During a period of severe weather conditions that such response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel or the public than would result from a delayed response.
- Requests during a disaster, locally or in a neighboring jurisdiction, for assistance from the County.
- Mutual Aid calls to surrounding jurisdictions.

- The grounds for the exception must have been a substantial factor in producing the particular response time, and the Contractor must have made a good faith effort to comply with the appropriate standard. Such grounds include, but are not limited to, the transmission of erroneous, incomplete or inaccurate information from the E911 center.

H. AMBULANCE SPECIFICATIONS

1. Ambulances must meet the standards of the State of WV, WV OEMS, and the Department of Health & Human Resources. This shall remain in effect unless otherwise approved in writing by the MCEMSB. (exhibit C & D)
2. All maintenance, repair records and inventory records, must be maintained and available for inspection by the MCEMSB.
3. All ambulances must conform to the WV rules and regulations
4. All ambulances used in the emergency transportation of patients must be equipped with all items listed on the daily ambulance inventory, including such items listed in Exhibit "D" and required by the State of WV and the MCEMSB.
5. Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.
6. Each ambulance must permanently display the name or other suitable corporate identification or logo on the outside of the vehicle along with that vehicle's identification number.
7. Any ambulance used by the Contractor for transporting of patients shall conform to all standards as promulgated and defined by the State of WV's OEMS Division, and all rules and regulations promulgated and set forth in any state and local ordinance.

I. PERSONNEL

1. The parties understand that the EMS System requires professional and courteous conduct at all times from the Contractor's field personnel, communications personnel, middle management, and top executives. The Contractor shall employ highly trained Paramedics, EMTs, EVO Drivers and support staff to provide patient care and to operate the Contractor's vehicles and equipment.
2. Each Driver, EMT and/or Paramedic shall be physically capable of performing the tasks assigned by the Contractor, shall be clean in dress and person, and shall display their name and certification on a photo identification badge in an appropriate manner visible to the patient. Any of the Contractor's employees who operate under the Contract shall conform to the Contractor's dress code.
3. The parties understand that training and educational requirements change from time to time for EMT's, Paramedics, Drivers and Communications personnel as new protocols and medical treatments are approved by the State of West Virginia OEMS and/or the State Medical Director. The Contractor agrees that the State of WV may require additional training or education for Drivers, EMT's & Paramedics for the benefit of patients receiving care under the Contract. The cost of such training or education shall be the sole responsibility of the Contractor.
4. The Contractor shall not allow personnel to work no more than *36 consecutive hours, followed by a minimum of 12 hours off-duty, with a maximum of 96 hours to be worked in any 7 day work week.*

5. The Contractor shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.

6. The Contractor shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and communications center personnel.

Please provide compensation and benefits package with your proposal.

7. The Contractor must have in place a program for random drug screening of all personnel providing response under the contract. Further, the Contractor will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary. The MCEMSB shall be notified of any employee that fails such test within 24 hours.

8. Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints must be answered in writing within 48 hours to include actions taken, including disciplinary action and other corrective measures to the MCEMSB

9. It shall be of the utmost importance that employees of the Contractor strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.

10. The Contractor must provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the contract and meet annual State requirements and certifications for EVOC (Emergency Vehicle Operations Course) Training. The MCEMSB is to be provided with reports on driver performance as requested by the MCEMSB

11. All Contract personnel must be trained at the Contractor's expense and receive certification as being NIMS (National Incident Management System) compliant.

12. Each Paramedic (EMT-P) shall obtain and maintain certification or licensing as follows throughout their employment by Contractor: (A) West Virginia Paramedic license from the WV OEMS, (B) Health Care Provider (CPR/AED) certification from the American Heart Association or equivalent from the American Red Cross, (C) Advanced Cardiac Life Support (ACLS), (D) Pediatric Education for Pre-hospital Professionals (PEPP) or Pediatric Advanced Life Support (PALS), (E) Pre-hospital Trauma Life Support (PHTLS) or Basic trauma Life Support (BTLS), (F) National Incident Management System (NIMS) compliant in ICS-100, 200, 700 and 800.

13. Each EMT shall obtain and maintain certification or licensing as follows throughout their employment by the Contractor: (A) West Virginia EMT license from the Division of Emergency Medical Service, (B) Health Care Provider (CPR/AED) certification from the American Heart Association or equivalent from the American Red Cross, (C) Pre-hospital Trauma Life Support (PHTLS) or Basic Trauma Life Support (BTLS), and (D) National Incident Management System (NIMS) compliant in ICS-100, 200, 700 and 800.

14. Contractor shall notify the E911 Center daily of the number and type of units staffed for the day as well as management staff.

J. QUALITY IMPROVEMENT PROGRAM

1. The Contractor shall develop and have in operation a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the MCEMSB prior to commencement of the contract.

K. FIRST RESPONDERS

1. The fire departments of the participating entities within the County have first responder programs. The Contractor shall cooperate and coordinate its activities and services with first responders for integrating the Contractor's services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation.

2. The first agency on the scene shall have primary responsibility for patient care until such Paramedic or EMT arrives on scene.

X. CONTRACT REQUIREMENTS

The successful Contractor will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control.

All services by the Contractor will be performed in a manner satisfactory to the MCEMSB and in accordance with the generally accepted business practices and procedures of the MCEMSB and Morgan County.

2. Contractor's Personnel.

The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Contractor will supervise all work under this Contract. The Contractor further certifies that all of its employees assigned to serve the MCEMSB have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the MCEMSB is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status.

(a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the MCEMSB or Morgan County. The Contractor shall be an independent Contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor shall follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by the Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the MCEMSB or Morgan County; that the Contractor has been retained by the MCEMSB to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed.

4. Termination Or Abandonment.

(a) It shall be cause for the immediate termination of this Contract if, after its execution, the MCEMSB determines that either:

(i) The Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself a limited liability company, its managers or managing member, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

(ii) The Contractor has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the MCEMSB's consent or approval.

(iii) The Contractor has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Contractor's assets.

b. The MCEMSB may terminate the Contract upon five (5) days written notice by the MCEMSB or its authorized agent to the Contractor for the Contractor's failure to provide the services specified under this Contract.

c. This Contract may be terminated by either party by giving ninety (90) days written notice to the other before the effective date of termination. In the event of such termination, the Contractor shall be entitled to prorated funds through the last day of services rendered.

d. Notwithstanding the above, the Contractor shall not be relieved of liability to the MCEMSB for damages sustained by the MCEMSB by virtue of any breach of the Contract by the Contractor and the County may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the MCEMSB from the Contractor is determined.

3. Subcontracting, Assignment Or Transfer.

Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties under this contract. The MCEMSB shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or subcontractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

4. Conflict Of Interest.

The Contractor covenants that it has no public or private interest and shall not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.

5. Covenant Against Contingent Fees.

The 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 solicit or secure this Contract, 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, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

6. Arbitration.

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the MCEMSB will be referred to a mutually agreed upon independent third party, whose decision regarding same will be final. If an independent third-party cannot be mutually agreed upon, then the dispute shall be submitted to a board of arbiters which shall consist of three members, one of which shall be chosen by MCEMSB, one whom shall be chosen by the contractor, and the third shall be chosen by the two designees. Each of the arbiters shall have knowledge of and be qualified in the provision of ambulance services. Any determination of the board of arbiters shall be final and binding upon the parties hereto and not subject to appeal in the absence of fraud and the prevailing party may enforce the determination of the decision of the board of arbiters in the Circuit Court of Morgan County, West Virginia.

7. General Compliance With Laws

(a) If required, the Contractor shall certify that it is qualified and duly licensed to do business in the State of West Virginia and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

The Contractor shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements and the Americans with Disabilities Act (ADA) requirements.

(b) This Contract will be interpreted in accordance with the laws of the State of West Virginia. By execution of this Contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of West Virginia, located in Morgan County, West Virginia, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of West Virginia located in Morgan County, West Virginia.

8. Nondiscrimination.

The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, West Virginia State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

9. Entire Agreement.

This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

10. Amendment.

This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

11. Severability.

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

12. No Waiver Of Contractual Right.

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

13. Matters To Be Disregarded.

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

14. Subject To Funding.

This Contract is subject to annual appropriations of funds by the Morgan County Commission to the MCEMSB. In the event sufficient funds for this Contract are not appropriated by Morgan County Commission to the MCEMSB for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive prorated compensation as of the termination date.

15. Incorporation Of Other Documents.

(a) The Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the MCEMSBS Request for Proposals as well as, the response of the Contractor thereto, all of which are maintained on file within the MCEMSB Office and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

16. Incorporation Of Whereas Clauses.

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

17. Waiver Of Proprietary Interest.

Notwithstanding anything to the contrary contained herein or within any other document supplied to the MCEMSB by the Contractor, the Contractor understands and acknowledges that the MCEMSB is a governmental entity subject to the laws of the State of West Virginia and that any report, data or other information supplied to the County by the Contractor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of West Virginia.

18. Organization Status And Authority.

(a) The Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of West Virginia; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

19. Warranty.

The Contractor warrants to the MCEMSB that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Contractor shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the MCEMSB. The Contractor warrants to the MCEMSB that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

20. Rights in Data.

The MCEMSB shall become the owner, and the Contractor shall be required to grant to the MCEMSB, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the MCEMSB's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

B. Indemnification and Insurance Requirements

1. Responsibilities For Claims And Liabilities.

(a) The Contractor shall indemnify, defend, save and hold harmless the MCEMSB, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages, including reasonable attorney fees.—including but not limited to acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Contractor, its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold

harmless the MCEMSB or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The MCEMSB has no obligation to provide legal counsel or defense to the Contractor or its sub-contractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the MCEMSB has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract.

(e) The Contractor shall immediately notify the MCEMSB, of any claim or suit made or filed against the Contractor or its sub-contractors regarding any matter resulting from or relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the MCEMSB in the defense or investigation thereof.

(f) The Contractor shall immediately notify the MCEMSB, of cancellation or changes in any of the insurance coverage required.

2. Insurance / Bond Requirements.

The Contractor will provide evidence of the following insurance coverage: All policies of insurance required under this agreement shall list MCEMSB as an additional insured under those policies.

PROFESSIONAL SERVICES/CONTRACTOR PROJECTS GREATER/LESS THAN \$1,000,000

Minimum Limits of Insurance

The Contractor shall maintain through the life of the contract, insurance from insurance companies rated A- X or better by A.M. Best with limits of no less than shown below:

1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$5,000,000 General Aggregate/\$1,000,000 Products-Completed Operations Aggregate.

- a) Premises/Operations
- b) Explosion, Collapse, & Underground Property Coverage, if applicable
- c) Products/Completed Operations
- d) Contractual
- e) Independent Contractors
- f) Broad Form Property Damage
- g) Personal Injury and Advertising Liability

2) *Business Automobile Liability Insurance* - \$2,000,000 single limit each accident for bodily injury and property damage. Coverage is to be provided on all:

- a) Owned/Leased Autos
- b) Non-Owned Autos
- c) Hired Autos

3) *Workers Compensation and Employers' Liability Insurance* – Including coverage for sole proprietors, partners, and officers, regardless of requirement by West Virginia State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers' Liability Coverage is \$1,000,000 per accident. The Contractor waives its right of subrogation against MCEMSB for any and all workers' compensation claims.

4) *Ambulance Service Providers Professional or Malpractice Liability / Errors & Omissions Insurance* - \$2,000,000 per claim or occurrence/\$5,000,000 annual aggregate. Coverage is to include all employees of the Contractor. If coverage is written on a claims-made form, in event of cancellation or non-renewal the Contractor must obtain replacement coverage with a retroactive date to provide continuous coverage, or purchase an Extended Reporting Endorsement to provide coverage for any claims made through the statute of limitations and provide copy to the MCEMSB.

5) *Umbrella Liability Coverage – including malpractice/professional liability* - \$10,000,000 each occurrence/\$10,000,000 aggregate. Certificate to indicate if coverage is written on claims-made or occurrence basis. If coverage is written on a claims-made form, in event of cancellation or non-renewal the Contractor must obtain replacement coverage with a retroactive date to provide continuous coverage, or purchase an Extended Reporting Endorsement to provide coverage for any claims made through the statute of limitations and provide copy to the MCEMSB.

6) *Performance Bond* – The successful contractor must supply a Performance Bond in the amount of 100% of the annual contract price for each year that the contract is in effect. The MCEMSB reserves the right to reduce the bonding requirements. Bond reduction will occur only at contract renewal time and is based upon satisfactory contract performance, as determined by the MCEMSB in its sole discretion.

7) *Irrevocable Letter of Credit* – The Contractor must provide with its proposal a \$500,000.00 irrevocable letter of credit. The letter of credit shall be maintained during the life of the Contract. If any Contractor is unable to comply with the provisions of this requirement, it must specify its reasons in its response to the RFP.

All policies will provide for ninety (90) days written notice to the Contractor and MCEMSB of cancellation of coverage provided. Ten (10) days' notice applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to MCEMSB, the Contractor will provide immediate notice to MCEMSB. Failure to maintain any of the required coverage may result in breach of the Contract.

All insurance policies maintained by the Contractor shall provide that insurance as applying to MCEMSB shall be primary and non-contributing irrespective of such insurance or self-insurance as MCEMSB may maintain in its own name and on its own behalf.

In the event the Contractor self-insures any of the exposures above or carries a deductible or self-insured retention in excess of \$100,000 per claim or loss, acceptance of the self-insured status or deductible or retention will be dependent upon review of the Contractor's financial records by the MCEMSB's Administrator of Finance or his/her designee.

B. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the MCEMSB, to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at

meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the MCEMSB or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (EST) on January 15, 2016, at the MCEMSB 77 Fairfax St, Room 107 Berkeley Springs, Wv 25411**
5. The proposer agrees to provide the MCEMSB with any additional information it deems necessary to accurately determine their ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the MCEMSB to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. One (1) original proposal (clearly identified as original) and ten (10) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the proposer's name and "**CONFIDENTIAL, EMERGENCY AMBULANCE SERVICES, RFP #15-01**" with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The MCEMSB will not be responsible for errors or omissions on the part of the proposers in preparing their proposals.

A responsible officer or employee must sign the proposal. West Virginia sales tax shall not be included in the Contractor's proposal.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

Please download the attachment to this document. The Proposal Response Sheet (*required document*) should be the first page of your written response.

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.

2. Comprehensive Response

(This portion of the proposal must address each item listed below.)

- a. Address all requirements and services outlined in Section II – Minimum Requirements and Section IX – Purpose/Scope of Work in your proposal.
- b. Outline of how respondent can meet or exceed the minimum requirements.
- c. Detail of how the respondent is qualified to provide the services required.
- d. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).

3. Cost and Fees

- a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).
- b. Explain any assumptions or constraints in a price proposal to perform the services.
- c. Explain any additional charges or fees in the proposal.
- d. Provide a separate cost proposal for Exhibit "A" Option 1, Option 2, and Option 3.

4. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the proposer to show the proposer's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the proposer, including the proposer's background and mission statement, the length of time the proposer has been in business, a description of the proposer's organizational structure and a description of the proposer's customer make-up;
- b. A statement of how long the proposer has provided services similar to the Services requested herein;

- c. A general description of the proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.
- e. Resume of key personnel engaged in the services, including the roles of each and an overview of their previous experience with similar projects.

5. References

References of the proposer, including at least three (3) other clients for whom the proposer has provided services similar to the Services (with preference given to clients comparable to MCEMSB and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

6. Additional Information

- a. A description of any other resources available to the proposer that will be useful in providing the Services.
- b. A description of the methods used by the proposer to measure the satisfaction of its clients.
- c. Any other relevant information about the capabilities of the proposer deemed to be material.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

- 1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
- 2. Technical Review – Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the proposers.

The evaluation committee shall review the submitted proposals and score points as provided in the scoring guidelines below:

Each proposal will be evaluated in six (6) categories: price, financial stability, experience, compliance with State regulations, references, and quality of response. Each category is assigned a maximum point value and each is

given a minimum value. If the minimum value is not met in any one category, the respondent will be disqualified. The categories will be evaluated as follows:

The scoring of proposals is based upon the following criteria:

- 40 PTS.** **Cost to the MCEMSB** - This is the amount of the subsidy required from the proposer to provide emergency ambulance services required under the terms of the Contract. This cost shall be a fixed sum annually. This may be adjusted downward at any time during the term of the Contract, but may not be increased. This category will be rated using an assigned point range, maximum of 40 points.

- 15 PTS.** **Financial Stability** - The committee will use the financial information received from the proposer during the qualifications phase of the project. The proposer may provide updated information if any changes have taken place. This category will be rated using an assigned point range, maximum of 15 points.

- 10 PTS.** **Experience** (Past Performance) – The committee will use the Experience (Past Performance) information received during the qualifications phase of the project. The proposer may provide updated information if any changes have taken place. This category will be rated using an assigned point range, maximum of 10 points.

- 10 PTS.** **Compliance with State Regulations** – The proposer should provide the MCEMSB with a list of all states it currently does business in and a list of each state certification and license. The proposer should also advise of any hearings before any State EMS Boards and outcomes of same hearings within the past five (5) years, along with providing any independent accreditations such as the Commission on Accredited Ambulance Services. This category will be rated using an assigned point range, maximum of 10 points.

- 5 PTS.** **References.** The proposer must provide at least three (3) references, both government and private entities. This category will be rated using an assigned point range, maximum of 5 points.

20 PTS. **Quality of Response.** Each response will be evaluated to determine:

1. Proposer’s understanding of the project.

2. If all terms and requirements are discussed clearly and succinctly. This category will be rated using an assigned point range, maximum of 20 points.

TOTAL: 100 Points Maximum

EACH PROPOSAL WILL BE EVALUATED INDEPENDENT OF THE OTHER.

3. Oral Presentation.

MCMSB reserves the right to interview, or require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of the contract. If required, the time and location of such interview or oral presentation will be scheduled by the MCMSB. Interviews and oral presentations are strictly an option of MCMSB or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the proposer.

Selection will be based on determination of which proposal best meets the needs of the MCMSB and the requirements of this RFP.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the MCMSB and as determined by the selection committee and the MCMSB. The proposals submitted will be evaluated by the MCMSB. All decisions are made at the discretion of the MCMSB.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The MCMSB reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.