RFP 012-18
EMS MEDICAL DIRECTOR

PREPARED BY:

EMERGENCY MEDICAL SERVICES
CITY OF KEY WEST

August 22, 2018

To: All Prospective Proposers

City of Key West RFP # 012-18 contains the following documents:

a. Cover letter one (1) page in length
b. Specifications and Scope of Work (8) pages in length
c. Required permit/license one (1) page in length
d. Anti-Kickback Affidavit one (1) page in length
e. Domestic Partner Benefit one (1) page in length
f. Cone of Silence Affidavit one (1) page in length
g. Local Vendor Certification one (1) page in length
h. Entity Crimes Statement two (2) pages in length
i. Non-Collusion Affidavit (1) page in length
j. Insurance Requirement (1) page in length
k. Indemnification Form (1) page in length
l. Call for Proposals one (1) page in length

Please review your proposal package to ensure it contains all of these documents. If not, contact David Sermak, City of Key West Purchasing Agent at (305) 809-3819, immediately, to obtain copies of any missing document(s).

Proposers submitting proposals should ensure that the following documents are completed, certified, and returned as instructed: Anti-Kickback Affidavit, Public Entity Crimes Certification, Copy of Current Occupational License, and Local Vendor Certification, if applicable.

SUBJECT: EMS MEDICAL DIRECTOR RFP# 012-18

ISSUE DATE:	August 22, 2018
MAIL PROPOSALS TO:	CITY CLERK CITY OF KEY WEST 1300 WHITE ST. KEY WEST, FL 33040
DELIVER PROPOSALS TO:	SAME AS ABOVE
PROPOSALS MUST BE RECEIVED:	September 19, 2018
NOT LATER THAN:	3:30 P.M.

DAVID SERMAK
PURCHASING AGENT
CITY OF KEY WEST

CALL FOR PROPOSALS

NOTICE is hereby given to prospective Proposers that sealed proposals will be received by the CITY OF KEY WEST by the office of the City Clerk, 1300 White St., Key West, Florida 33040, until September 19, 2018, 3:30 P.M. for RFP# 012-18.

Proposals received by the City Clerks office will be opened in the City Commission Conference Room promptly after the September 19, 2018, 3:30 P.M. deadline. Late Proposals will not be considered. SPECIFICATIONS AND DOCUMENTS may be obtained from the City of Key West at www.Cityofkeywest-fl.gov or DemandStar by Onvia at www.demandstar.com/supplier - or by calling 1.800.711.1712. One (1) original of the proposal and two (2) flash drives in PDF format of the Proposal are to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside: RFP #012-018 addressed and delivered to:

CITY CLERK
CITY OF KEY WEST FLORIDA
CITY HALL, 1300 WHITE ST.
KEY WEST, FLORIDA 33040

At the time of the award, the successful Proposer must show satisfactory documentation of such State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the proposal in question.

The City may reject bids: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its proposal, (3) if the Proposer does not strictly conform to the law or is non-responsive to proposal requirements, (4) if the Proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the Proposal unnecessary or (6) if such rejection is in the best interest of the City.

The City may also waive any minor informalities or irregularities in any bid.

_____
DAVID SERMAK, PURCHASING AGENT

Published _____

Specifications

A. Purpose:

The City of Key West invites proposals from interested parties to provide Medical Director Services for the Key West Fire Department. The objective of this RFP is to find a Medical Director for the leadership and guidance of the Emergency Medical Services (EMS) system within the City of Key West. Florida Statute 401 and Florida Administrative Code 64E-2 requires medical direction for an Advanced Life Support (ALS) and Basic Life Support (BLS) Services. The selected Medical Director will be responsible for overseeing the medical (patient care) operations of the Key West Fire Department. The professional services to be provided and performed for the agency are described in Section IV, Scope of Services. The anticipated contract period during which the services are to be performed is upon execution of a contract by the selected contractor and the City of Key West for at least one year with options for three consecutive one-year renewal periods. The funding cycle is the City's fiscal year, October 1st through September 30th.

B. Independent Contractor

The contractor shall perform the services under this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the City.

C. Termination of Contract:

If the contractor fails to properly perform the conditions of the contract, in the sole opinion of the City, the City will communicate to the contractor in writing the problem(s) that exist. The contractor will have up to ten (10) calendar days to rectify the problem(s). If the same or other problems persist or recur the City may immediately cancel the contract by advising the contractor in writing.

The City reserves the right to cancel the contracts without cause with a minimum of thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the contractor of any obligations or liabilities resulting from any acts committed by the contractor prior to the termination of the contract.

Scope of Services

A. Background:

The Key West Fire Department began providing ambulance service for the community of Key West on 04//01/2015. The current Medical Director agreement expires December.

B. Proposer Qualifications:

Each Proposer, in submitting a proposal to The City of Key West, acknowledges that they meet the following minimum criteria, in addition to 64J-1.004 F.A.C. and will be able to provide the services as required by The City of Key West:

1. Currently licensed and practicing in the State of Florida as a M.D. or D.O. for at least two (2) years.
2. The proposer must have the ability to prescribe medications, including controlled substances, in the State of Florida, pursuant to the provisions of Chapters 458, 499, and 893 of the Florida Statutes.
3. The proposer shall be active in a broad based clinical medical specialty with demonstrated experience in pre- hospital care.
4. Broad knowledge base of pre-hospital and hospital emergency medicine and/or emergency surgery. Pre- hospital care experience shall be provided by the proposer.
5. The proposer is preferred to be Board Certified in Emergency Medicine through either The American Board of Emergency Medicine or the American Board of Osteopathic Emergency Physicians for at least two (2) years.
6. Within six (6) months of contract signing, the proposer must provide both Advanced Cardiac Life Support (ACLS) instruction and Advanced Trauma Life Support (ATLS) instruction.
7. The proposer must be certified as a provider in Basic Trauma Life Support (BTLS) and/or Pre-hospital Trauma Life Support (PHTLS) and be certified in Pediatric Advanced Life Support (PALS).
8. It is preferred that the proposer possess expertise in ACLS, BTLS and/or PHTLS, and PALS.

C. Time Commitment:

The selected Medical Director must be available to participate in the following meetings:

1. Become active with the Florida Association of Emergency Medical Services Medical Directors within six (6) months of contract signing. This will consist of attending a minimum of two (2) meeting for the first contract year and a minimum of three (3) out of the four (4) quarterly meetings for every contract year thereafter.

2. Meet at the Key West Fire Department stations for a minimum of 4 hours per month. These meetings may involve the Fire Chief, Division Chiefs of Operations, Training, and EMS to discuss overall department and City EMS issues. These hours will also include the monthly Quality Assurance (QA) meeting. Some of these departmental meetings may be combined and or scheduled to take place before or after the monthly QA meeting.
3. Be available for annual comprehensive review of EMS Standing Orders, Trauma Transport Protocols and associated departmental Standard Operating Procedures.
4. Be required to meet quarterly with area Emergency Department Directors and Hospital Administrators in regard to pre-hospital care.

D. Duties and Responsibilities:

Professional services, duties and responsibilities of the selected Medical Director will be to:

1. Supervise and accept direct responsibilities for the medical performance of the paramedics and EMT's working for the City. Medical Director will retain the ultimate authority to permit and/or prohibit any paramedic or EMT to use advanced life support or other emergency medical procedures. The area of responsibility will include, but not limited to, on-duty field personnel, on-duty command personnel, and dispatch personnel.
2. To continually evaluate the medical capability of the paramedics and EMT's of the Key West Fire Department and offer advice regarding the appropriate levels and standards of care that should be achieved. This evaluation will be accomplished through written testing, performance-based testing, and direct observation during patient transport and treatment events.
3. Develop medically correct EMS Protocols that permit specified ALS procedures be used when field paramedics cannot establish communication with a physician at a receiving hospital, or when a delay in patient care would potentially threaten the life or health of the patient. Furthermore, these orders will also state allowed ALS procedures that may be performed before the establishment of communication with a physician at a receiving hospital.
4. To annually review the EMS Protocols for accuracy within local, state, and federal standards of care guidelines. To accept responsibility for the medical correctness of any standing order that he/she authorizes for use and for properly instructing regarding the correct use of the Standing Orders.
5. Develop EMS Protocols that ensure the transport of patients to facilities that offer a type of level of care appropriate to the patient's condition (e.g. Trauma Transport Protocol).
6. Develop medically correct EMS Protocols, which permit EMT's to perform specified advanced BLS procedures. These procedures will include but not limited to, normal day to day BLS functions, automatic/semiautomatic defibrillation, esophageal intubation, and inter facility monitoring and maintenance of non-medicated intravenous therapy.
7. Prepare and maintain a written document that outlines any deviations to the Trauma Transport Protocol including the circumstances and Medical Director's opinion.
8. Create, authorize, and ensure adherence to detailed written operating procedures regarding all aspects of the handling of medications, fluids and controlled substances, and accepts responsibility that the security procedures meet Chapters 499 and 893 F.S. and 64J-2 F.A.C.

9. Ensure that all EMT's and paramedics in the system are trained in the use of the trauma scorecard methodology as provided in Section 64J-2 F.A.C.

10. Develop and/or approve a forty (40) hour EMT and forty (40) hour paramedic refresher course for the biennial certification process, which is based on the 24/48 shift, worked by field personnel.

11. Develop and/or approve other selected topics as required by local, state, and federal laws, (e.g. communicable diseases, SIDS, etc.).

12. Develop and/or participate in a patient care Quality Assurance program to assess the medical performance of paramedics and EMT's. Auditing of personnel will include but is not limited to a prompt run report review, direct observation on emergency scenes as well as on transport units and comparison of performance standards for drugs, equipment, protocols, and procedures.

13. Notify the Bureau of EMS in writing when there is a substitution of equipment or medication as directed by Section 64J-2 F.A.C.

14. Conduct periodic review sessions with KWFD personnel regarding medical management of individual medical cases.

15. Recommend and/or approve equipment, medication and Standing Orders for use by KWFD that meet or exceed Section 64J F.A.C.

16. Provide the system with continuous on-line medical control twenty-four (24) hours per day, seven (7) days per week, which shall include medical direction to personnel, resolve system conflicts, and provide services in an emergency as defined in Section 252.34 (3)

17. Establish an emergency administrative call schedule in which an appointed physician will be on call during periods of vacations, holidays, and other occasions where the Medical Director may be unavailable for consultation/direction.

18. Serve as a liaison between KWFD senior management and the department's occupational physician about annual employee physicals, medical clearance's and matters involving health and wellness.

19. Develop and maintain a system to review and evaluate new medications, EMS equipment and innovative EMS patient care modalities for possible implementation; potentially improving patient care to the City of Key West.

20. Review emergency medical procedures for possible elimination of medications, equipment and treatment modalities that no longer provide effective and efficient care and treatment for emergency patients.

Term of Contract

The anticipated contract period during which the services are to be performed is upon execution of a contract by the selected contractor and the City of Key West for at least three years with options for two consecutive one-year renewal periods.

Response Format

The Vendor understands and agrees to abide by all the RFP specifications, provisions, terms and conditions of same, and all ordinances and policies of the CITY. The Vendor further agrees that if it is awarded a contract, the work will be performed in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Vendor's approach and ability to meet the CITY's needs, as stated in this RFP. All proposals should be presented as described in this RFP in PDF or Microsoft Word format with Tabs clearly marked.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Vendor to include all listed items may result in the rejection of its proposal.

1. Tab I, Cover Letter/Management Summary

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards because of this RFP. List all proposed subcontractors who will participate on the team.

2. Tab II, Medical Qualifications and Relevant Experience (25 points)

Medical Qualification - Various licenses and certifications that pertain to the qualifications listed in this RFP.

Relevant Experience- Experience gained in an EMS system where the proposer has been responsible as a Physician or Medical Director for a similar sized or larger EMS agency.

3. Tab III, Cost of Services to the CITY (25 points)

Annual Fee for Service – Proposer will list the annual cost to provide service as a Medical Director for KWFD.

4. Tab IV, Commitment to Clinical Performance/Business Plan (25 points)

Commitment to Clinical Performance- Based on a written statement from the proposer outlining plans on system improvement, design, and EMS Protocols specific to the City of Key West.

5. Tab V, References (15 points)

References- The physician will provide five (5) references from associates who will attest to the vendor's relevant expertise. References shall include names and contact information.

6. Tab VI, Physician Group Involvement (10 points)

Physician Group Involvement- Verifiable memberships with the State Medical Director's Association, National Association of EMT's (NAEMT), and Florida Association of Certified Emergency Physicians (FACEP).

7. Tab VII, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in this RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations. Exceptions taken by a Vendor may result in evaluation point deduction(s) and/or exclusion of proposal for the Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the CITY and Selection Committee.

8. VIII, Required Form Submittals

- Business License
- Anti-Kickback Affidavit
- Domestic Partner Benefits
- Cone of Silence
- Local Vendor Certification (if applicable)
- Public Entity Crimes Statement
- Proof of Insurance, and any certifications, licensure, etc…

1. Questions

Direct questions related to this RFP to the KWFD via email at Eperez@cityofkeywest-fl.gov. Deadline date & time for asking questions/clarification will be 3:00 p.m., September 12, 2018. Vendors must clearly understand that the only official answer or position of the CITY will be the one stated in an Addendum to this RFP.

2. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

3. Ambiguity, Conflict, or Other Errors in the RFP

It is the sole responsibility of the Vendor if the Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, to immediately notify the CITY, noted herein, of such error in writing and request modification or clarification of the document prior to submitting the proposal. The CITY will make modifications by issuing a written Addendum and will give written notice to all parties who have received this RFP from the CITY.

4. Proposal, Presentation, and Protest Costs

The CITY will not be liable in any way for any costs incurred by any Vendor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

Vendors must submit one (1) paper copy clearly labeled "Master" and two (2) flash drives in PDF format. **List the Solicitation Number and Title on the outside of the box or envelope.**

5. Validity of Proposals

No proposal can be withdrawn after it is filed unless the Vendor makes their request in writing to the City prior to the time set for the closing of Proposals. All proposals shall be valid for a period of ninety (90) days from the submission date to accommodate evaluation and selection process.

6. Evaluation of Proposals

The CITY procedure for selecting this RFP is as follows:

1. The CITY shall appoint a Selection Committee to review all proposals submitted.
2. Request for Proposals issued.
3. After the closing of proposals, the CITY shall review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published RFP.
4. Meetings shall be open to the public and the KWFD shall publicly post prior notice of such meeting in Key West at least one (1) day in advance of all such meetings.
5. The committee members shall review each Proposal individually and score each proposal based on the evaluation criteria stated herein.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or demonstrations from the top-ranked firm(s), make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

The CITY reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the CITY or a submission of a proposal to the CITY offers no rights upon the Vendor nor obligates the CITY in any manner.

7. References

The CITY reserves the right to contact all references pertaining to this solicitation and related proposal.

8. Proposal Selection Committee and Evaluation Factors

The CITY shall appoint a Selection Committee to review all proposals submitted. The factors to be considered in the evaluation of proposal responses are listed below.

Medical Qualification/ Relevant Experience	25 Points
Cost of Services to the CITY	25 Points
Commitment to clinical performance/Business Plan	25 Points
Physician Group Involvement	10 Points
References	15 Points

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 20

_____
Signature of Bidder

_____
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this day of _____ 20

(SEAL)

_____
Name of Corporation

By _____

Title _____

Attest _____
Secretary

Sworn and subscribed before me this _____ day of _____ 20

NOTARY PUBLIC, State of _____, at Large

My Commission Expires:

PERMIT REQUIREMENT AND COST

A Key West Business Tax Receipt is required if office is located within the City of Key West; fee not to exceed $325.00.

A copy of the local Business Tax Receipt is required if office is located outside of the City of Key West.

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:_____

Sworn and subscribed before me this _____ day of _____20

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * * *

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

_____

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By:_____

Sworn and subscribed before me this _____ day of _____ 20

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF _____)

SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

* * * * * *

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

a. *Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.*

b. *Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.*

c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

- o Not a local vendor pursuant to Ordinance 09-22 Section 2-798
- o Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name Phone:

Current Local Address: Fax:
(P.O Box numbers may not be used to establish status)
Length of time at this address

_____ _____
Signature of Authorized Representative Date

STATE OF_____
COUNTY OF_____

The foregoing instrument was acknowledged before me this day of , 20___
By_ , of_____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced_____ as identification
(type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

_____
Title or Ran

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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 Bid or Proposal for _____

_____

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 _____
(please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that a "public entity crime" as defined in Paragraph 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 or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. 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 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 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), 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 or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with 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 are active in management of the entity, nor any affiliate of the entity have 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 hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or
affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(signature)

_____
(date)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ Who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this _____ day of _____, 20___.

My commission expires:

_____
NOTARY PUBLIC

* * * * * *

NON COLLUSION AFFIDAVIT

STATE OF FLORIDA)
:
SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2018.

_____

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

INSURANCE REQUIREMENTS

Each contractor shall maintain the appropriate insurance(s) required to perform the respective operation(s) and activities proposed as required by Federal Law, State statutes and regulations, and meets City ordinance requirements. Each contractor shall have a minimum of liability/medical malpractice coverage of $1,000,000 per claim. The successful contractor must provide original certificates of insurance prior to commencing work and such coverage shall be maintained for the duration of the contract.

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

Liability/Medical Malpractice Coverage	$1,000,000 per claim

The vendor shall provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by VENDOR for Professional Acts. VENDOR hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of VENDOR's negligent acts, errors or omissions or intentional acts in the performance of VENDOR's services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and VENDOR, they shall be borne by each party in proportion to its negligence.

VENDOR: _____ SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

DATE: _____

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * * *