



**ITB 19-005
HAZMAT TEAM PHYSICALS**

PREPARED BY:

**THE CITY OF KEY WEST
FIRE DEPARTMENT**

November 13, 2018

To: All Prospective Bidders

City of Key West Bid No. 19-005 contains the following documents:

- a. Cover letter one (1) page in length**
- b. General Conditions of Invitation to Bid seven (7) pages in length**
- c. Statement of No Bid one (1) page in length**
- d. Specifications one (2) pages in length**
- e. Bid Response Form one (1) page in length**
- f. Required permit/license one (1) page in length**
- g. Anti-Kickback Affidavit one (1) page in length**
- h. Public Entity Crimes Certification three (3) pages in length**
- i. Local Preference Certification one (1) page in length**
- j. Domestic Partners Compliance one (1) page in length**
- k. Cone of Silence one (1) page in length**
- l. Call for Bids one (1) page in length**
- m. Professional Services Agreement**
- n. City of Key West Indemnification Form**
- o. Non-Collusion Affidavit**

Please review your bid package to ensure it contains all of these documents. If not, contact David Sermak City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s).

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms/corporations submitting to bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Response Forms, Required Permit/License, Anti-Kickback Affidavit, Public Entity Crimes Certification, Local Preference, Domestic Partners Compliance, and copy of current Occupational License.

SUBJECT: BID NO. 19-005

BROADCAST DATE: November 17, 2018

**PRE-BID
CONFERENCE:** None

MAIL BIDS TO: CITY CLERK
CITY OF KEY WEST
1300 WHITE ST.
KEY WEST, FL 33040

**DELIVER
BIDS TO:** SAME AS ABOVE

**BIDS MUST BE
RECEIVED:
NOT LATER
THAN:** January 9, 2019
3:00 PM

**DAVID SERMAK
PURCHASING AGENT
CITY OF KEY WEST**

Enclosures

**GENERAL CONDITIONS
CITY OF KEY WEST**

1. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

- (a) The enclosed Bid Response Form is to be used, other forms may be rejected.**
- (b) All information required by the BID form shall be furnished. The bidder shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.**
- (c) Proposed delivery time must be shown and shall include Sundays and holidays.**
- (d) Bidder shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.**
- (e) All proposals shall be submitted in original plus six (6) copies.**
- (f) Bidders are advised that all City contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.**

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's name trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand, which meets the quality of the specifications for any item.**

3. SUBMISSION OF BIDS:

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the bidder, the date and hour of the bid opening and the bid number shall be placed on the outside of the envelope.**
- (b) Bids must be submitted on the form furnished. Telecopier bids will not be considered.**
- (c) Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.**

4. REJECTION OF BIDS:

- (a) The City may reject bids:**
 - 1. For budgetary reasons, or**
 - 2. The bidder misstates or conceals a material fact in its bid, or**

3. The bid does not strictly conform to the law or is non-responsive to proposal requirements, or
4. The bid is conditional, or
5. A change of circumstances occurs making the purpose of the bid unnecessary to the City.

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

5. **WITHDRAWAL OF BIDS:**

- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified in the Instruction to Bidders.
- (b) Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing.

6. **LATE BIDS OR MODIFICATION:**

- (a) Bids and modifications received after the time set for the bid opening will not be considered.
- (b) Modifications in writing received prior to the time set for the bid opening will be accepted.

7. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- (a) Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:
 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
 2. Minority Business Enterprises (MBE), as applicable to this contract.
 3. Occupational Safety and Health Act (OSHA), as applicable to this contract.

8. **COLLUSION:**

- (a) The bidder by affixing his signature to this Invitation to Bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

9. **VARIANCE IN CONDITIONS:**

- (a) Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.

10. **APPROPRIATIONS CLAUSE:**

- (a) If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposes in the City's annual budget for the next succeeding fiscal year.

11. **CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:**

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he may submit to the Finance Director on or before five (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving an Invitation to Bid. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specification and requirements as set forth in the bid must be filed in writing with the Finance Director on or before five (5) days prior to the scheduled opening.

12. **DISCOUNTS:**

- (a) Bidders may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for bid evaluation proposed. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. **AWARD OF CONTRACT:**

- (a) The contract will be awarded to the lowest total price per test for years 1-3 responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the City, prices and other factors considered.
- (b) The City reserves the right to accept and award item by item, and/or by group

or in the aggregate, unless the bidder qualifies his bid by specified limitations as provided in 4 (a) (3).

- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the city limits of Key West. Monroe County will be the determining factor. When neither of these conditions exists, bids for identical amounts will be determined by the drawing of lots in public by the Finance Director.
- (d) Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) Successful Bidder will enter into a contract in accordance with the bid document in a form sufficient to the City Attorney.

14. LOCAL PREFERENCE:

- (a) Under a competitive bid solicitation, when a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive non-local bidder within three working days of the notice of the intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest non-local bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then the award shall be made to the non-local business.

15. DOMESTIC PARTNER BENEFITS

- (a) Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employee's spouses.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan to the city's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become due under the contract may be retained by the City.

16. CONE OF SILENCE:

Successful bidder, duly sworn, depose and say that all owners(s) partners, officers,

directors, employees and agents representing their firm have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

17. **DAMAGE:**

- (a) Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

18. **TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSE:**

- (a) Should there be travel and/or reimbursable out of pocket expenses relevant to this contract, Florida Statute 112.061 (Per diem and travel expenses of public officers, employees, and authorized persons) will be followed.

19. **INSURANCE:**

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.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the

VENDOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the VENDOR or of any third party to whom VENDOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of work.

VENDOR Insurance/Indemnity Language

Insurance

VENDOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Medical Malpractice, Workers' Compensation, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the VENDOR shall provide the minimum limits of liability insurance coverages as follows:

Medical Malpractice	\$1,000,000	Per Claim/Aggregate
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VENDOR shall furnish an original Certificate of Insurance with the required coverages to the City of Key West. VENDOR will maintain the Medical Malpractice insurance coverages summarized above with coverage continuing in full force until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the VENDOR shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the VENDOR who is performing any labor, services, or material under the Contract. Further, VENDOR shall additionally maintain the following employer's liability coverage minimum limits of coverage:

Bodily Injury Each Accident	\$100,000
Bodily Injury by Disease Each Employee	\$100,000
Bodily Injury by Disease Policy Limit	\$500,000

Commercial general liability coverage with minimum limits of \$1,000,000.00 shall be provided with the city included as an additional insured.

VENDOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

VENDOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

VENDOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. VENDOR will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the VENDOR.

IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR PROPOSAL.

STATEMENT OF NO BID #19-005

NOTE: IF YOU DO NOT INTEND TO BID, PLEASE RETURN THIS FORM ONLY

CITY OF KEY WEST
FINANCE DEPARTMENT
P.O. BOX 1409
KEY WEST, FLORIDA 33040
ATTN: DAVID SERMAK

We, the undersigned have declined to bid on the above-noted Invitation to Bid for the following reason(s)

- Insufficient time to respond to Invitation to Bid
- Do not offer this product
- Our schedule will not permit us to perform
- Unable to meet specifications
- Specifications unclear (please explain below)
- Remove us from your "Bidder Mailing List"
- Other (Please specify below)

We understand that if a "No Bid" statement is not returned; our name may be removed from the Bidder's list of the City of Key West.

COMPANY NAME:

AUTHORIZED AGENT:

COMPANY ADDRESS:

DATE: _____ TELEPHONE: _____

BID SPECIFICATIONS

Specifications

As requested by the Key West Fire Dept. (hereinafter, the "KWFD"), the City of Key West (hereinafter, "CITY") has issued this Invitation to Bid with the intent of obtaining pricing from interested and qualified firms in accordance specifications herein.

The Key West Fire Department Hazardous Materials Response Team members are required to have annual physicals by OSHA 29 requirements. The physical requirements are listed below.

Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582 and includes:

- Comprehensive Medical History - All necessary forms will be provided
- Medical Examination
Comprehensive physical exam includes: head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check.
- Vitals - Height, Weight and Blood Pressure
- Body Composition - Bio Impedance Analysis (BIA)
- Pulmonary Function Testing (PFT)
- Vision - Snellen (distance) screening
- Audio Screening - With Audiometer in a quiet room
- Gerkin sub maximal stress test - to evaluate aerobic capacity (*per NFPA 1582 C.2.1.1.1 protocol*)
- Jackson System Strength Testing - Muscular Strength: includes grip, leg and arm strength
(per NFPA 1582 C.2.1.1.2; 1.3; 1.4 protocol)
- Flexibility: sit & reach (*per NFPA 1582 C.2.1.1.7*)
- Muscular Endurance: push-up & curl-up (*per NFPA 1582 C.2.1.1.5; 1.6*)
- Heavy Metals - Test for lead, mercury, cadmium, and arsenic
- Cholinesterase, RBC - blood test
- Tuberculosis Screening

- **Prostate Specific Antigen – PSA (over 40)**
- **Fecal Occult Blood Screening (over 40)**
- **Lab Analysis – Chemistry Panel 25, TSH, CBC with differential, Lipid Profile and Urinalysis**
- **EKG – 12-lead resting electrocardiogram**
- **One-on-one consultation with licensed medical provider.**
- **Copy of results and interpretations provided to each firefighter in sealed envelope**
- **Clearance letters will be provided within 5 days of the physical examination if there are no medical issues requiring follow up**
- **Department Summary Report including relevant averages, ranges, and annual comparison statistics**

Please provide a per member cost proposal to provide 30-35 physical exams to the standards listed above.

To provide a consistent medical tracking this quote will be valid for three (3) years. An acceptance would result in a three (3) year contract.

**BID
RESPONSE**

Per Attached Specifications Total price per test

Year #1

Year #2

Year #3

Total price for years 1-3

**PAYMENT TERMS: 45 days after
DELIVERY/BEGIN DATE _____**

Contact _____ with questions.

BIDDER REPRESENTATION

I represent that this bid is submitted in compliance with all terms, conditions and specifications of the Call for Bid and that I am authorized by the owners/principals to execute and submit this proposal on behalf of the business identified below:

BUSINESS NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

TITLE/POSITION OF AUTHORIZED REPRESENTATIVE: _____

DATE SUBMITTED: _____ TELEPHONE: _____

**LICENSE REQUIRED
& COSTS**

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

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee 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 prescribed before me this _____ day of _____, 2019

**_____
NOTARY PUBLIC, State of Florida**

My commission expires: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,**

1. This sworn statement is submitted to _____
by _____
(print individual's name and title)
for _____
(print 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): _____

2. 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. 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 agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).
- Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(SIGNATURE)

(DATE)

STATE OF _____

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority
_____ who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
_____ day of _____, 2019

NOTARY PUBLIC

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

Return Completed form with
Supporting documents to:

Print, Type or Stamp Name of Notary

DOMESTIC PARTNER BENEFITS

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employee's spouses.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become due under the contract may be retained by the City

City of Key West Purchasing

Title or R

CONE OF SILENCE

STATE OF FLORIDA

SS

COUNTY OF MONROE

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 issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

BY: _____

Sworn and prescribed before me this day of , 2019

NOTARY PUBLIC, State of Florida

My commission expires:

CALL FOR BIDS

KEY WEST, FLORIDA by the office of the City Clerk, 1300 White St., Key West, Florida 33040 until 3:00 P.M., January 9, 2019 for Bid 19-005.

Bids will be opened in the Office of the City Clerk then and there and publicly read aloud. Any bids received after the time announced will not be considered.

SPECIFICATIONS AND BID DOCUMENTS may be obtained from DemandStar by Onvia at www.demandstar.com/supplier, also available at www.cityofkeywest-fl.gov or call toll-free at 1-800-711-1712. One (1) original and TWO (2) flash drives of the bids are to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside: BID #19-005 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 Bidder must show satisfactory document of such State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the bid documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the bid in question. The City may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bidder does not strictly conform to the law or is non-responsive to bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid 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.

Professional Services Agreement

This AGREEMENT is made and entered into this ___ day of _____ 2019, by and between the City of Key West, a municipal corporation of the State of Florida, whose address is P.O. Box 1409, Key West, Florida 33041, hereafter referred to as the "CITY" and _____, whose address is _____, hereafter referred to collectively as the "Consultant". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

Article 1. Scope of Services

The CONSULTANT'S primary responsibility is to provide physical examinations for the Key West Fire Department Hazardous Materials Response Team members. The CITY engages Consultant to perform those services described in the Consultant's Response submitted on _____, in response to the City of Key West Bid #19-005. Copies of the Bid and Consultant's response are attached hereto, incorporated for reference, and more particularly described as Exhibit A.

Article 2. Compensation

As consideration for providing the services enumerated in Article 1, the CITY shall pay the CONSULTANT to perform annual Haz-Mat physicals to all Key West Fire Department Team members at a per member cost of _____.

Article 3. Invoicing and Payment

As indicated in Article 2 above, CONSULTANT shall be paid ----- Upon receipt of an acceptable and approved invoice, payment(s) shall be made in accordance with the Florida Prompt Payment Act.

Article 4. Obligations of the Consultant

4.1. General

The CONSULTANT will serve as CITY'S professional representative under this AGREEMENT, providing Haz-Mat physicals to members of the Haz-Mat Team members of the City of Key West Fire Department.

4.2. Standard of Care

The standard of care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by professionals and other related consultants performing the same or similar services at the time said services are performed. The CONSULTANT will perform any services not meeting this standard without additional compensation.

4.3 CONSULTANT'S Insurance

A. CONSULTANT is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Medical Malpractice, Workers' Compensation, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONSULTANT shall provide the minimum limits of liability insurance coverages as follows:

Medical Malpractice	\$1,000,000 per claim/aggregate
Commercial General Liability	\$1,000,000 occurrence/aggregate

B. CONSULTANT shall furnish an original Certificate of Insurance with the required coverages to the City of Key West. CONSULTANT will maintain the Medical Malpractice insurance coverages summarized above with coverage continuing in full force until at least 3 years beyond completion and delivery of work contracted herein.

C. Notwithstanding any other provision of the Contract, the CONSULTANT shall maintain complete Workers' Compensation coverages for each and every employee, principal, officer, representative, or agent of the CONSULTANT who is performing and labor, service, or material under the contract. Further, CONSULTANT shall additionally maintain the following maximum limits of coverage:

Bodily Injury Each Accident	\$100,000
Bodily Injury by Disease Each Employee	\$100,000
Bodily Injury by Disease Policy Limit	\$500,000

D. CONSULTANT shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

E. CONSULTANT's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02-24, or its equivalent.

F. CONSULTANT will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONSULTANT will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONSULTANT.

4.4 Licenses

The CONSULTANT will be required to obtain a local required license prior to performing any work for the CITY. This license will be a Business Tax Receipt at a cost not to exceed \$325.00.

Article 5. Obligations of the City

5.1. Authorization to Proceed

Authorization to proceed will be considered to be given upon execution of this Agreement by CITY.

5.2. City-Furnished Data

The CITY will provide to the CONSULTANT all data in the CITY'S possession relating to the CONSULTANT'S services on the PROJECT including, but not limited to, information on any pre-existing examinations. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

5.3. Access to Facilities and Property

The CITY will make its facilities accessible to CONSULTANT as required for CONSULTANT'S performance of its services and will provide labor and safety equipment as required by CONSULTANT for such access. CITY will be responsible for all acts of CITY'S personnel.

5.4. Timely Review

The CITY will examine the CONSULTANT'S studies, reports, and other documents as the CITY deems appropriate; and render in writing decisions required of CITY in a timely manner.

5.5. Prompt Notice

The CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect in the work of the CONSULTANT.

Article 6. General Legal Provisions

6.1. Agreement Period

The term of the agreement shall be three (3) years commencing on execution of this agreement.

6.2. Reuse of Project Documents

Reports, documents and other deliverables of the CONSULTANT, whether in hard copy or in electronic form, are instruments of service for the project of the CITY. Nothing herein shall constitute a waiver of City's sovereign immunity rights, including, but not limited to, those expressed in Section 768.28, Florida Statutes.

6.3. Ownership of Work Product and Inventions

All of the work product of CONSULTANT in executing a Project under this contract shall become the property of the CITY. The City may use the deliverables solely for the purpose for which they were

Intended.

6.4 Force Majeure

A. The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT.

B. In the event of a delay that results in additional costs to the CONSULTANT, an appropriate increase in compensation and schedule will be authorized in writing.

6.5 Termination

A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work will be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the Fire Chief of the City of Key West.

B. On termination, the CONSULTANT will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits.

6.6 Suspension, Delay, or Interruption of Work

A. The CITY may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY will pay CONSULTANT for work performed to date. An equitable adjustment in the PROJECT'S schedule and Medical Director's compensation will be made as agreed to by both parties.

B. In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.7 Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third-party beneficiaries. CONSULTANT'S services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the Project. All work products will be prepared for the exclusive use of CITY for specific application as described in the proposed scope of services.

6.8 Indemnification

A. To the fullest permitted by law, the CONSULTANT 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 property, caused in whole or in part by any act, omission, or default by CONSULTANT or its subcontractors, material men, or agents of any indemnitee, but specifically excluding any claims of, or damages against an Indemnitee resulting from such indemnitee's gross negligence or 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 CONSULTANT or subcontractors, material men, or agents of any tier or their respective employees.

B. Indemnification for Professional Acts. CONSULTANT 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 CONSULTANT'S negligent acts, errors or omissions, or intentional acts in the performance of CONSULTANT 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 CONSULTANT, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT under Workers' Compensation acts, disability benefit acts, or other employee benefits acts and shall extend to and include any actions brought by or in the name of any employee or the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all of the Work. This Indemnification shall continue beyond the date of completion of work.

6.9 Limitation of Liability

A. CONSULTANT'S services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.

B. This Provision takes precedence over any conflicting Provision of this Agreement or any document incorporated into it or referenced by it.

C. This limitation of liability will apply whether CONSULTANT'S liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include CONSULTANT'S officers, affiliated corporations, employees, and subcontractors.

6.10 Assignment

A. CONSULTANT shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission.

6.11 Jurisdiction

A. The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.12 Severability and Survival

A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

B. ARTICLES 4, 5, and 6 will survive termination of this AGREEMENT for any cause.

6.13 Dispute Resolution

A. The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options.

B. Unless otherwise agreed in writing, the CONSULTANT shall continue the Work and maintain the approved schedules during any arbitration proceedings. If the CONSULTANT continues to perform, CITY shall continue to make payments in accordance with this Agreement.

6.14 Post Contractual Restriction

This Agreement is contingent upon the execution of Post Contractual Restrictions by the CONSULTANT, those sub-consultants referred to in Article 4.4(B) above, and those sub-consultants approved by the City pursuant to Article 4.4(A) above restricting those persons and entities, as well as the employees of those persons and entities, from representing themselves or clients before the City Commission of the City Key West, the City's agents, boards, and committees on all planning related matters during the period of performance of this Agreement and for the period of one year following final approval of the Evaluation and Appraisal Report Amendments to the Comprehensive Plan. The Post Contractual Restrictions shall be executed simultaneously with this Agreement and shall be in a form acceptable to City.

6.15 Attorney's Fees

In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights hereunder, including those pertaining to appeals.

Article 7. Schedules, and Signatures

This AGREEMENT, including its Schedules, constitutes the entire AGREEMENT, supersedes all prior

written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

THE CITY OF KEY WEST

By:

Jim Scholl, City Manager

Attest:

Cheri Smith, City Clerk

Dated this _____ day of _____, 2019

CONSULTANT

By: _____

Dated this _____

day of _____

2019

CITY OF KEY WEST INDEMNIFICATION FORM

The contractor shall indemnify and hold harmless the City of Key West, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the Contractor's limit of or lack of sufficient insurance protection.

Contractor Name: _____

SEAL:

Address

Authorized Signature

Print Name

Title

Date: _____

