

Barry University

School of Professional And Career Education (PACE) Institute for Training and Professional Development

Paramedic Program A Customized Professional Development Program

Barry University PACE Institute for Training and Professional Development welcomes the opportunity to offer its expertise and resources for use in providing customized training for the clients and community of the Key West Fire Department.

Program

Objective:

Barry University's objective is to provide emergency preparedness and training for the residents of South Florida. The University will, through superior Paramedic education, emphasize both a positive caring attitude and "educational mentorship" in its approach. This in turn will prepare our students to become knowledgeable and sensitive to the needs of your community. The University has gathered a team with much experience in emergency public safety to create the type of educational programs required to provide superior training.

Program

Outline:

Paramedic

The course is designed to provide students with the opportunity to learn new skills, enhance existing skills, and develop a stronger awareness. Participants will enhance existing skills as real world challenges will be addressed and new perspectives developed. Stronger relationships will be established by working in groups, conducting group exercises, and networking in training sessions with different participants. Curriculum courses included: Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS), Airway Management, ECG/Pharmacology, PreHospital Trauma Life Support (PHTLS), Advance Medical Life Support (AMLS).

Duration:

14 months ("Shift friendly" based on Key West Fire Department needs)

Format:

Training will be offered on-site at KWFD and structured as video presentation, student handouts, and direct instructor mentor and monitoring. The Key West Fire Department will be responsible to secure a classroom and AV equipment for the site. Physical paramedic program equipment would be supplied per a further articulation agreement.

Participants:

Key West Fire Department

Presenter:

Barry University

Cost: \$9,500.00 per student (This is based on fourteen (14) participants)

This quote includes: Registration, Tuition, All Text and lab books, supplies, uniforms, FISDAP/CPRDB, All specialty courses (ACLS, PALS, Airway Management, ECG/Pharmacology, PHTLS, and AMLS), VECHS/American Data bank.

Certificates:

Each participant upon completion will receive a certificate through Barry University to sit for the National Registry EMT-P certification examination.

Barry University

School of Professional And Career Education (PACE)
Institute for Training and Professional Development

Proposal to

Key West Fire Department

For

Paramedic Program

February 17, 2016

Prepared by:
Mr. Jason Smith, PMD
Barry University

February 8, 2016

To: All Prospective Bidders

City of Key West Bid No. 015-16 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 two (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. Code of Silence one (1) page in length
- l. Call for Bids one (1) page in length

Please review your bid package to ensure it contains all of these documents. If not, contact Sue Snider, 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 and or 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. 015-16

BROADCAST DATE: February 8, 2016

PRE BID
CONFERENCE: None

MAIL BIDS TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER
KEY WEST, FL 33040

DELIVER
BIDS TO: SAME AS ABOVE

BIDS MUST BE
RECEIVED: March 9, 2016
NOT LATER
THAN: 3:00 PM

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

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, any 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 format 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. 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.

3. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. VARIANCE IN CONDITIONS:
 - (a) Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.
- 9. 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.

10. 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 Purchasing Director, ssnider@Cityofkeywest-fl.gov on or before five (5) days prior to the scheduled opening.

11. 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.

12. AWARD OF CONTRACT:

- (a) The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the City, prices and other factors considered.
- (b) 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.

- (c) Successful Bidder will enter into a contract in accordance with the bid document in a form sufficient to the City Attorney.
- (d) At the time of submittal the bidder will submit evidence that the bidder is approved to provide these services in the State of Florida, and will be verified on award of contract.

13. 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. City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-798.

14. 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 employees 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 issued competitive solicitations pursuant to City of Key West Ordinance Section 2-799.

15. 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.

16. DAMAGE:

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

17. INDEMNIFICATION:

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.

18. 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 Workers' Compensation, Public Liability, and Property Damage Liability Insurance 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:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Professional Medical Liability (if required)	\$1,000,000	Per Claim/Aggregate
Educator's Liability (if required)	\$1,000,000	Per Claim/Aggregate
Additional Umbrella Liability	\$_,000,000	Occurrence/Aggregate

VENDOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on all policies –Excepting Professional Liability, on **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at **least as broad as CG 2010 (11/85) or its Equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** including a "**Waiver of Subrogation**" clause in favor of City of Key West on all policies. VENDOR will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force (including the aforementioned "additional insured" endorsement) 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 minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

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 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.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation.

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 #015-16

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: S. SNIDER

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 City of 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 with specifications attached.

The Vendor, at a minimum, must deliver the following items according to the Specifications of Work stated herein, delivered to Key West Fire Department, 1600 N. Roosevelt Blvd, Key West FL. 33040.

The Key West Fire Department (KWFD) requires Paramedics to operate the Emergency Medical Services division and treat/transport patients per Advanced Life Support (ALS) standards set by the State of Florida.

The KWFD will sponsor a Paramedic Training Program in accordance with the State of Florida; Department of Education Standards.

The City will pay all costs to include;

1. Registration Fee
2. Tuition Fee
3. All Textbooks and Lab Books
4. Supplies
5. Uniforms (one set per student)
6. FISDAP Fee
7. ACLS Fee
8. PALS Fee
9. PHTLS Fee
10. AMLS Fee
11. VECHS Background Check Fee

The City will provide the "ride time" opportunities for the students as the 3rd rider on a KWFD ALS unit. The student will not be paid while riding as the 3rd ALS unit EMS provider.

The City will sponsor at least 14 City employee students, but may provide more depending on cost and budget limitations.

The City will provide the location for instruction at one of the classrooms located within the fire stations. Any limited amount of instruction done off-site should be identified in BID.

The Paramedic Training Program will provide all required instruction and documentation to allow all students who pass the class to sit for State of Florida Paramedic (PMD) certification.

The Paramedic Training Program will begin instruction within 60 days of signing an agreement to do so, the instruction will take no longer than fourteen months barring delays caused by natural disasters as

declared by the State of Florida or Monroe County.

The Paramedic Training Program will provide the class be taught on a "shift friendly" schedule for students who will be off-duty during all training. The students will not be subject to calls while in class.

The Paramedic Training Program will provide arrangements with the local hospital for all clinical education, with assistance from the KWFD staff.

The Paramedic Training Program will provide a comprehensive course of study that prepares students to sit for the State of Florida and National Registry EMT-Paramedic certification examination.

The City would prefer the Paramedic Training Program to accept four (4) quarterly payments to be issued immediately after the first day of instruction, 90 days from the first day of instruction, 180 days from the first day of instruction and the final payment immediately after the class has been completed. Any other payment plans should be outlined in submittal.

The Paramedic Training Program will provide proof that they have delivered paramedic training services for at least five years prior to bidding.

The price proposed for delivering the Paramedic Training Program will be a flat fee per student, all inclusive, that will cover all costs including travel time and travel expenses and all other costs associated with the program to the City or the students.

BID RESPONSE

Per Attached Specifications Total price per student \$ \$9,500

Total price in words: Nine Thousand Five Hundred dollars per student

BEGIN DATE 60 DAYS ARO

The Paramedic Training Program will accept four (4) quarterly payments to be issued immediately after the first day of instruction, 90 days from the first day of instruction, 180 days from the first day of instruction and the final payment immediately after the class has been completed.

Contact Purchasing Director Sue Snider, Ssnider@cityofkeywest-fl.gov 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: Barry University

STREET ADDRESS: 15900 Pines Blvd Suite #200

CITY/STATE/ZIP: Pembroke Pines, FL 33027

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Jason Smith

TITLE/POSITION OF AUTHORIZED REPRESENTATIVE: Director, EMS/Fire Programs

DATE SUBMITTED: TELEPHONE: 305-981-5241

**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 \$103.00.

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: Susan Rasmussen

sworn and prescribed before me this 8 day of March, 2016

Ginette Melchiorre
NOTARY PUBLIC, State of Florida

My commission expires: Sept. 19, 2016



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 City of Key West
by Susan Rosenthal, V.P. Bus. + Finance
(print individual's name and title)
for Barry University, Inc.
(print name of entity submitting sworn statement)

whose business address is 11300 NE 2nd Ave, Miami FL 33161

and (if applicable) its Federal Employer Identification Number (FEIN)
is 59-0624364

(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.

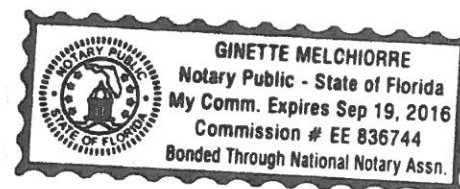
[Signature]
(SIGNATURE)

2-8-16
(DATE)

STATE OF Florida
COUNTY OF DADE

PERSONALLY APPEARED BEFORE ME, the undersigned authority
Sue who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
8 day of March, 20 16.

[Signature]
NOTARY PUBLIC



My commission expires: Sept. 19, 2016

Sec. 2-799. - Requirements for city contractors to provide equal benefits for domestic partners.

DOMESTIC PARTNER BENEFITS
Sec. 2-799

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 employees 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

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.

- ☒ Not a local vendor pursuant to Ordinance 09-22 Section 2-798
☐ 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

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 Barry University, Inc. 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: Susan Rosem

Sworn and prescribed before me this 8 day of March, 2016

NOTARY PUBLIC, State of Florida

My commission expires: Sept. 19, 2016



CALL FOR BIDS

KEY WEST, FLORIDA by the office of the City Clerk, 3126 Flagler Avenue, Key West, Florida 33040 until 3:00 P.M., March 9, 2016 for Bid 015-16

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 #015-16 addressed and delivered to:

CITY CLERK, CITY OF KEY WEST, FLORIDA
CITY HALL, 3126 FLAGLER AVENUE
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.