

August 29, 2014

Key West Fire Department (KWFD) Emergency Medical Service (EMS)  
Medical Director Request for Proposal

To: All Prospective Proposers

City of Key West RFP # 03-015 contains the following documents:

- a. Cover letter one (1) page in length
- b. Specifications and Scope of Work (8) pages in length
- c. Draft Consulting Agreement, City Reserves the Right to Amend, seven (7) pages in length
- d. Required permit/license one (1) page in length
- e. Anti-Kickback Affidavit one (1) page in length
- f. Domestic Partner Benefit one (1) page in length
- g. Cone of Silence Affidavit three (3) page in length
- h. Local Vendor Certification one (1) page in length
- i. Entity Crimes Statement three (3) pages in length
- j. Insurance Requirement (1) page in length
- k. Call for Proposals one (1) page in length

Please review your proposal 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).

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# 03-015

ISSUE DATE: SEPTEMBER 7, 2014

PRE-PROPOSAL  
CONFERENCE: (N/A)

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

DELIVER PROPOSALS TO: SAME AS ABOVE

PROPOSALS MUST BE  
RECEIVED: OCTOBER 8, 2015

NOT LATER THAN: 3:30 P.M.

A handwritten signature in cursive script, appearing to read "Sue Snider".

SUE SNIDER  
PURCHASING AGENT  
CITY OF KEY WEST

## RFP #03-015 EMS Medical Director, City of Key West

### **Specifications**

#### A. Purpose:

The City of Key West invites proposals from interested parties to provide Medical Director Services for the Key West Fire Department (KWFD). 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. The KWFD will be providing ambulance services for the community of Key West effective 4/01/2015. 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. 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.

### **B. 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.

### C. 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 be limited to, on-duty field personnel, on-duty command personnel, and dispatch personnel.
2. 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. 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 be 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 accept 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 not be 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 in regards to 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 with regard to 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 one year with options for three consecutive one year renewal periods.

## **Response Format**

The Vendor understands and agrees to abide by all of 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 shall constitute Vendor's certification that the Vendor will accept any awards as a result 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. Fee should include compensation for all tasks identified in the consultant's proposal, including but not limited to travel costs, transportation, fringe benefits, clerical support, salary, general overhead costs, direct expenses, profit and all other out-of-pocket expenses.

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@keywestcity.com](mailto:Eperez@keywestcity.com). Deadline date & time for asking questions/clarification will be 3:00 p.m., September 21<sup>st</sup>. 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. Subsequent to 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 City Clerk 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 any and 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

# Draft Consulting Agreement

---

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2014, 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 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 responsibilities include, but are not limited to, medical director services for the City of Key West ("Project"). Additional work may include other consulting services which the CONSULTANT is qualified to provide and which the CITY authorizes the CONSULTANT to undertake in connection with the CITY's present and planned activities in the areas identified below. The CITY engages CONSULTANT to perform those Services described in the Consultant's Proposal dated \_\_\_\_\_, 2014, a copy of which is attached hereto, incorporated for reference, and more particularly described as Exhibit A. The specific task goals, task activities and key project milestones, which the CONSULTANT agrees to undertake, accomplish and furnish are set forth as follows:

## Article 2. Compensation

As consideration for providing the services enumerated in Article 1, the CITY shall pay the CONSULTANT as follows:

- 2.1 Lump sum payment in the total, not-to-exceed, fixed amount of \$\_\_\_\_\_, which includes compensation for all tasks identified in the consultant's proposal, including, but not limited to, CONSULTANT'S travel costs (meals and lodging), transportation, fringe benefits, clerical support, salaries, general overhead costs, direct expenses, profit and all other out-of-pocket expenses.
  - A. The lump sum is based on immediate authorization to proceed and timely completion of the PROJECT. If the PROJECT timing deviates from the assumed schedule for causes beyond CONSULTANT'S control, CONSULTANT and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change.
  - B. In the event of a change of scope, an appropriate decrease or increase in compensation will be authorized in writing.
  - C. Invoicing will occur upon completion of Tasks as described in scope of work.
  - D. The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in



Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

**Article 3. Invoicing and Payment**

Invoices will be issued by CONSULTANT for all work performed under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid 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, performing medical director services for the City of Key West.

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

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 per claim	\$1,000,000
---	-------------

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.

#### 4.4 Subconsultants

- A. The CONSULTANT may not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY.
- B. The CONSULTANT is as fully responsible to the owner for the acts and omissions of his Subconsultants and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any Subconsultant and the City. The Subconsultants shall have the same insurance requirements as the CONSULTANT.

#### 4.5 Licenses

- A. 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 \$98.70.

### **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 reports. 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; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as 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.

5.6 Litigation Assistance

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed in a separate agreement.

**Article 6. General Legal Provisions**

6.1 Agreement Period

The duration of the agreement shall be one year commencing from the effective date of this Agreement, with three, one (1) year renewal options.

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. All documents shall be made available on re-writable CD and are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONSULTANT will be at the CITY's sole risk. 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 CONSULTANT'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. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONSULTANT. Any unauthorized assignment of related work product shall be void and unenforceable.

#### 6.8 Indemnification

The CITY shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the CITY is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the CITY and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the CITY, for all claims described in the hold harmless clause herein. Such payment on behalf of the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the vendor under this agreement for this hold harmless/indemnification provision.

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 Post Contractual Restriction

This Agreement is contingent upon the execution of Post Contractual Restrictions by Consultant, those subconsultants referred to in Article 4.4(B) above, and those subconsultants 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.

6.14 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, Interim City Manager

Attest: \_\_\_\_\_  
Name Title

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

*Vendor*

By: \_\_\_\_\_  
\_\_\_\_\_, President

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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 \$309.75.

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 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 \_\_\_\_\_, 2014

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My commission expires: \_\_\_\_\_

## 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 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



## CONE OF SILENCE

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn depose and say that all owners(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.

Sec. 2-773. Cone of silence.

(a)

*Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

(1)

*Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

(2)

*Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.

(3)

*Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4)

*Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.

(5)

*Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.

(b)

*Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

(1)

Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;

(2)

Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;

(3)

Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and

(4)

Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

(c)

*Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1)

Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;

(2)

Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.

(A)

However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.

(B)

The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

(3)

Oral communications at duly noticed pre-bid conferences;

(4)

Oral presentations before publically noticed evaluation and/or selection committees;

(5)

Contract discussions during any duly noticed public meeting;

(6)

Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;

(7)

Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or

(8)

Purchases exempt from the competitive process pursuant to [section 2-797](#) of these Code of Ordinances;

(d)

*Procedure.*

(1)

The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2)

The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.

(3)

Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e)

*Violations/penalties and procedures.*

(1)

A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in [section 1-15](#) of this Code.

(2)

In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.

(3)

Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4)

In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5)

If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code [section 2-834](#) that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

(Ord. No. 13-11, § 1, 6-18-2013)

BY: \_\_\_\_\_

Sword and prescribed before me this       day of       ,2014

NOTARY PUBLIC, State of Florida

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:  
City of Key West Purchasing

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

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 of 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 agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment 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 Statutes, means any natural person or entity organized under the laws of any state 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 of this  
\_\_\_\_\_ Day of \_\_\_\_\_, 2014

## INDEMNIFICATION

The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the vendor under this agreement for this hold harmless/indemnification provision.

## 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.



## 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, 3126 Flagler Ave., Key West, Florida 33040, until October 8<sup>th</sup>, 3:30 P.M. for RFP#03 – 015.

Proposals will be opened in the office of the City Clerk then and there. Late Proposals will not be considered. SPECIFICATIONS AND DOCUMENTS may be obtained from the City of Key West at [www.keywestcity.com](http://www.keywestcity.com) or DemandStar by Onvia at [www.demandstar.com/supplier](http://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 #02-015 addressed and delivered to:

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

\_\_\_\_\_  
SUE SNIDER, PURCHASING AGENT

Published \_\_\_\_\_