

RESPONSE TO REQUEST FOR PROPOSAL

RFP-012-18

Bruce R. Guerdan, MD, MPH

Tab 1

Sept 17, 2018

Doctor Guerdan currently serves as the Assistant Medical Director at the Lower Keys Medical Center in Key West Florida. He is a retired Colonel in the United States Air Force and served as the Florida State Air Surgeon. He has deployed to all seven continents with ten combat deployments as a Critical Care Air Transport Physician, Flight Surgeon and Medical Group Commander. He has logged over 1200 hours with nearly 300 of that being combat time. Doctor Guerdan has served as the Medical Director for the City of Key West Fire /Rescue for the last 2.5 years and has offered extensive training for its personnel. He practices at Lower Keys Medical Center where the patients transported by KWFR are taken and can assess EMS personnel first hand. Doctor Guerdan has been a resident and property owner in Key West for 14 years and is the Medical Director of the Key West High School Fire School (without remuneration) He is a member of the Local VFW and is an member of the American Legion. Doctor Guerdan is also a PADI Master SCUBA Diver Trainer and has advised the KWFR Dive Team.

I am very attached to this community and find this position a service to the community.



Bruce R. Guerdan, MD, MPH

724-312-1251

keywestnightdoc@gmail.com

Tab 2

Qualifications

Board Certified in Emergency Medicine

Board Certified in Disaster Medicine

Board Certified in Family Medicine

Advanced Trauma Life Support INSTRUCTOR

Advanced Cardiac Life Support Provider

Pediatric Advanced Life Support Provider

PADI-Master SCUBA Diver Instructor

Former Florida State Air Surgeon

Retired Colonel-USAF

USAF Critical Care Air Transport

Medical Director Florida Keys Community College

Medical Director Key West Fire Rescue

Member Florida Association of EMS Medical Directors

Assistant Medical Director-Emergency Medicine-Lower Keys Medical Center

Tab 3

Key West Fire Rescue

Request for Proposal

Response

Bruce R. Guerdan, MD, MPH

Annual fee for service-\$18,000.00

Tab 4

Clinical Performance

Doctor Guerdan has currently been providing the below and the will continue under a new contract.

- Weekly meeting with EMS Chief regarding quality, documentation, training and billing issues.
- Regular meetings with the Fire Chief, and as needed to discuss any issues on his agenda.
- Regular "All Hands" meeting to discuss clinical and administrative issues with the EMT's and Paramedics
- Bedside assessments of clinical personnel in the LKMC ED
- Regular and frequent protocol reviews with EMS Chief and case by case at bedside with EMS personnel
- Frequent reviews of the level of care provided by EMS personnel related to reimbursement to the City
- Bedside assessment of new personnel prior to clearance to provide clinical care.
- Doctor Guerdan selects an EMT and Paramedic of the quarter and provides a gift card to each. This to promote and reward excellence.
- Doctor Guerdan sponsored an EMS dinner and educational program during EMS week to celebrate EMS service to the community.

Tab 5

References

Mehmet Atilla, MD

Lower Keys Medical Center

305-294-5531

Jerome Covington, MD

Lower Keys Medical Center

305-294-5531

Sandy Shultze, MD

Lower Keys Medical Center

305-294-5531

William Kelley, MD

Lower Keys Medical Center

305-294-5531

Andrew Fogel, MD

Lower Keys Medical Center

305-294-5531

Tab 6

Doctor Guerdan is a member of:

- **Florida State EMS Medical Directors Association**
- **American Academy of Family Physicians**
- **American Academy of Disaster Medicine**
- **American Academy of Emergency Physicians**
- **National Association of EMT's**

Tab 7

Acceptance of Conditions

The Vender lists NO exceptions to the RFP

A handwritten signature in black ink, appearing to read "Bruce R. Guerdan".

Bruce R. Guerdan, MD, MPH

Sept 17,2018

Tab 8

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name GUERDAN, BRUCE CtINbr:0024869
Location Addr 1600 N ROOSEVELT BLVD
Lic NBR/Class 18-00030592 SERVICE - GENERAL
Issue Date: August 30, 2017 Expiration Date: September 30, 2018
License Fee \$103.00
Add. Charges \$0.00
Penalty \$0.00
Total \$103.00
Comments: CONSULTANT

This document must be prominently displayed.

GUERDAN, BRUCE

GUERDAN, BRUCE
1800 ATLANTIC BLVD B117

KEY WEST FL 33040

Oper: KEYWAFB Type: OC Drawer: 1
Date: 8/30/17 59 Receipt no: 27270
2018 30592
OR LIC OCCUPATIONAL RENEWAL
Trans number: 1.00 \$103.00
CK CHECK 1515 3114031
\$103.00
Trans date: 8/30/17 Time: 15:22:32

CONE OF SILENCE AFFIDAVIT

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 Bruce Gueden have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: [Signature]

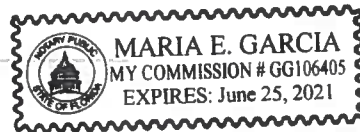
Sworn and subscribed before me this

17th day of September 2018

[Signature]

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 6-25-21



* * * * *

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 17 day of September 2018

[Signature]
Signature of Bidder

MD
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 17th day of Sept 20 18

(SEAL)

Bruce Guerden MD
Name of Corporation

By Bruce Guerden

Title MD

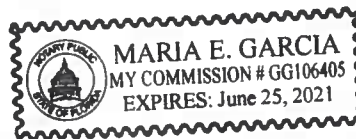
Attest _____
Secretary

[Signature]

Sworn and subscribed before me this 17th day of September 2018

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: 6-25-21



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Morroe

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

Bruce Overton

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

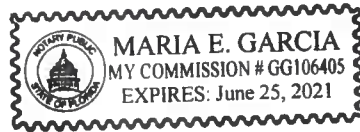
By: _____

Sworn and subscribed before me this 17th day of September 20 18

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

6-25-21



* * * * *

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 employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

Sworn and subscribed before me this 17th day of September 2018

NOTARY PUBLIC, State of Florida at Large 

My Commission Expires: 6-25-21



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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for Medical Director

2. This sworn statement is submitted by Bruce Gooden
(name of entity submitting sworn statement)

whose business address is 1800 Atlantic Blvd

and (if applicable) its Federal Employer Identification Number (FEIN) is 346505662 (SS)

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

3. My name is Bruce Gooden
(please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statute, 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 information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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 Bruce Guerdan MD
Current Local Address: 1800 ATLANTIC BLVD
(P.O Box numbers may not be used to establish status)
Length of time at this address _____

Phone: 724 312 1251
Fax: 724 312 1251

Signature of Authorized Representative _____

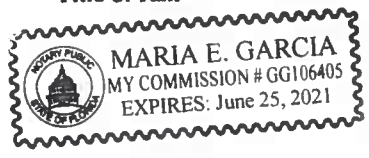
Date 9/17/18

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 17th day of Sept, 2018
By Bruce Guerdan MD, of Bruce Guerdan MD
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced personally known as identification
(type of identification)

Signature of Notary _____
Maria Garcia
Print, Type or Stamp Name of Notary

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

Title or Rank _____


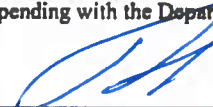
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

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

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



 (signature)

9/17/18

 (date)

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

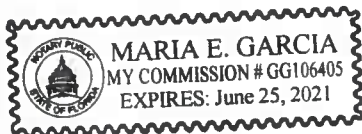
Bruce Guerdan MD who, after first being sworn by me, affixed his/her
 (name of individual signing)

signature in the space provided above on this 17th day of September, 2018.

My commission expires: 6-25-21



 NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

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

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

VENDOR:

Bruce Gordon MD

SEAL:

1800 ATLANTIC
Address

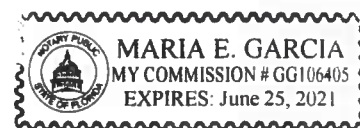
[Signature]
Signature

Bruce Gordon MD
Print Name

MD
Title

DATE:

9-17-18

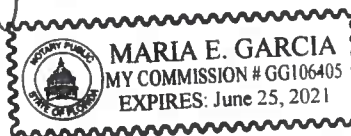


NOTARY PUBLIC, State of Florida at Large

[Signature]

My Commission Expires:

6-25-21



Proof of Liability Insurance will be provided upon notification of selection