

# **KEY LARGO FIRE RESCUE & EMERGENCY MEDICAL SERVICES DISTRICT**

## **REQUEST FOR PROPOSALS**

**RFP 2024-001:**

### **District Operational Analysis & Consolidation Study**

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The **KEY LARGO FIRE RESCUE & EMERGENCY MEDICAL SERVICES DISTRICT** (“District”) is requesting proposals from consultants or certified public accountant firms (“Consultant”) to perform a comprehensive operational analysis and consolidation study for the District and its contracted Fire Rescue and EMS departments (the “Project”).

#### **A. District Background**

The District is a self-governing independent special fire control district, located in Monroe County, Florida, established by the Florida Legislature and operating in accordance with Chapter 2005-329, Florida Statutes, as amended, (“Charter”), and Chapters 189 and 191, F.S. It is an independent governmental unit whose primary source of operating funds is ad valorem taxes.

The District operates from three (3) fire stations and contracts with both the Key Largo Volunteer Fire Department, Inc. (“KLVFD”) and Key Largo Volunteer Ambulance Corps (“KLVAC”) to provide fire and emergency medical services to the Key Largo, Florida area. Utilizing both KLVFD and KLVAC, the District provides services in the following functional areas:

- a) Fire Suppression
- b) Fire Prevention
- c) Technical Response
- d) EMS First Response – BLS Level
- e) EMS First Response – ALS Level
- f) EMS Transport -- BLS Level
- g) EMS Transport – ALS Level
- h) Public Fire and Life Safety Education
- i) Vehicle Maintenance

#### **B. Operational Analysis Background**

The District is soliciting proposals from qualified firms via this Request for Proposals (RFP) to conduct a comprehensive operational analysis of and consolidation study for the Key Largo Fire and Emergency Medical Services District. The intent of this RFP is to obtain fixed hourly price proposals from qualified firms that specialize in evaluating and analyzing the feasibility of consolidating public safety or fire/EMS operations. This analysis will include, but not be limited to the following:

1. Conduct a comprehensive analysis and evaluation of the operations of the District’s contracted providers, the Key Largo Volunteer Fire Department, Inc. (“KLVFD”) and Key Largo Volunteer Ambulance Corps (“KLVAC”) with the purpose of making recommendations on the feasibility of consolidating the two contracted operations into one District operated department. This will include current facilities, infrastructure and personnel.
2. Provide recommendations, including staffing recommendations, for implementing any changes to the organizational model arising from the study and especially focused on providing operational efficiency and effectiveness and overall public safety.
3. Provide financial analysis of pension, healthcare and, workers compensation with recommendations assessing long term impact on District finances.

**C. Scope of Work**

The successful Consultant will perform a comprehensive operational and consolidation analysis, which will encompass an evaluation of the District and its programs, activities, and functions. If requested, the Consultant will deliver a final presentation to the District’s Board of Commissioners. The District intends that the Project should be completed within twenty four (24) weeks of the execution of the contract.

All proposals must be made on the basis of, and either meet or exceed the requirements contained herein. All respondents must be able to provide:

1. A comprehensive analysis and evaluation of both the fire and EMS departments and make recommendations regarding whether to consolidate the departments into a single entity operated by the District by providing a model for implementation in legal, financial and organizational terms.
2. An evaluation and comprehensive analysis of the District’s current fire structure public safety dispatch operations, facilities, apparatus and financial viability organizational models, governance and accountability structure.
3. A comprehensive report, including but not limited to the following: An executive summary, a description of the project and methodology, description of the work performed, and a summary of all findings for KLFEMS. A detailed description of all recommendations (including estimated costs and staffing impacts), an outline of recommended next steps to implement the recommendations, and appendices, or compendium document as necessary for relevant data collected, analyzed and developed as part of this report.

The project will include five (5) phases of tasks/services:

- Phase I: Project Preparation and Commencement
- Phase II: Key Largo Fire Rescue & Emergency Medical Services District Analysis
- Phase III: Key Largo Volunteer Fire Department Agency Analysis
- Phase IV: Key Largo Ambulance Corps Agency Analysis
- Phase V: Development, Review, and Delivery of Final Report

## Tasks/Services

The following tasks support the scope of work for each phase:

### Phase I: Project Preparation and Commencement

- Task I-A: Development of Project Work Plan
- Task I-B: Collection and Review of Background Information, Previous Studies (to include work done in-house and the recent performance review.
- Task I-C: Stakeholder Input

### Phase II: Key Largo Fire Rescue & Emergency Medical Services District Analysis

- Task II-A: Organization Overview including governance.
- Task II-B: Management Components and Processes
- Task II-C: Organizational Planning Processes
- Task II-D: Personnel Management and Staffing
- Task II-E: Health, Wellness, and Safety Programs
- Task II-F: Capital Assets and Capital Improvement Programs
- Task II-G: Service Delivery and Performance
- Task II-H: Training Program
- Task II-I: Fire Prevention/Public Education Programs
- Task II-J: Emergency Medical Services Support

### Phase III: Key Largo Volunteer Fire Department Agency Analysis

- Task III-A: Organization Overview including governance.
- Task III-B: Management Components and Processes
- Task III-C: Organizational Planning Processes
- Task III-D: Personnel Management and Staffing
- Task III-E: Health, Wellness, and Safety Programs
- Task III-F: Capital Assets and Capital Improvement Programs
- Task III-G: Service Delivery and Performance
- Task III-H: Training Program
- Task III-I: Fire Prevention/Public Education Programs
- Task III-J: Emergency Medical Services Support

### Phase IV: Key Largo Ambulance Corps Agency Analysis

- Task IV-A: Organization Overview including governance.
- Task IV-B: Management Components and Processes
- Task IV-C: Organizational Planning Processes
- Task IV-D: Personnel Management and Staffing
- Task IV-E: Health, Wellness, and Safety Programs
- Task IV-F: Capital Assets and Capital Improvement Programs
- Task IV-G: Service Delivery and Performance
- Task IV-H: Training Program
- Task IV-I: Fire Prevention/Public Education Programs
- Task IV-J: Emergency Medical Services Support

Phase V: Development and Analysis of Future Alternatives

- Task V-A: Development of operational and governance alternatives.
- Task V-B: Operational and fiscal analysis of alternatives
- Task V-C: Opinion on alternatives developed.

Phase VI: Development, Review, and Delivery of Final Report

- Task VI-A: Development and Review of Draft Project Summary Report
- Task VI-B: Presentation on final summary report and proposed changes

**D. Price**

The District will pay a fixed fee to be paid upon the receipt and approval of the final report by the District. The stated fee shall include all costs associated with completion of the Project and there shall be no hidden costs.

Full disclosure of nature and amount of all fees and charges is mandatory. The District shall not be responsible for the reimbursement of any costs not specifically set forth in the Consultant’s proposal. The District reserves the right to accept or reject any part or all of the Consultant’s fee schedule.

**E. General Project Schedule**

A summary schedule for Consultant selection for the Project is presented below. Dates may be changed at the discretion of the District.

<u>Milestone</u>	<u>Expected Date of Completion</u>
<b>Advertise for Consultant RFP</b>	<b>March 29, 2024</b>
<b>Final Date for Questions</b>	<b>April 26, 2024</b>
<b>Last day for addendum to be posted</b>	<b>April 30, 2024</b>
<b>Submission Deadline</b>	<b>May 10, 2024 @ 3:00 PM</b>
<b>Selection Committee Meeting</b>	<b>TBD</b>
<b>Consultant Selection (Board Action)</b>	<b>May 20, 2024 (Tentative)</b>

All Selection Committee meetings are publicly noticed, and members comply with Florida’s Sunshine Law. Upon review of the proposals, the Selection Committee may schedule presentations and interviews. The Selection Committee’s ranking and a recommendation to select a Consultant will be presented to the District Board of Fire Commissioners (“Board”) for consideration. Proof of insurance from the selected Consultant meeting the requirements of the contract described below, is required at the time of Board’s approval of the selection.

The District reserves the right to delay scheduled dates if determined to be in the best interest of the District. Any changes, delays, or addenda related to this Request for Proposals (“RFP”) will be posted to Demand Star.

#### **F. Consultant Selection Process**

Consultant selection shall be in accordance with the District’s Purchasing Policies and Procedures, adopted on September 22, 2014. The District’s Purchasing Policies and Procedures can be viewed on the District’s website at [www.klfirerescueems.com](http://www.klfirerescueems.com). A copy of the District’s contract proposed for the Project is included in this RFP. The Project contract contains minimum insurance requirements that must be satisfied for the contract to be executed by the District. The contents of the proposal of the successful Consultant will be incorporated into a written agreement in terms acceptable to the District at its absolute discretion. By submitting a proposal, Consultant agrees to all the terms and conditions of this RFP and those included in the District’s Project contract. If Consultant desires to propose a change to a term or condition of this RFP or the District’s contract, Consultant must submit its request by submitting a question as provided for below.

This selection process is intended to result in execution of a contract with one prime Consultant for work required in the Project. Two (2) or more Consultants may combine for the purpose of responding to this RFP provided that one Consultant is designated as the “Prime” Consultant and the other as a subconsultant and that the RFP was made without collusion and is in all respects, fair and in good faith.

After issuance of this RFP, prospective Consultants or their agents, representatives or persons acting at the request of such Consultant are prohibited from contacting members of the District’s Board, the Fire Chief, or any member of the Selection Committee concerning this RFP until after the final recommendation is presented to the Board for approval or when the solicitation has been canceled or terminated. Any questions concerning this RFP must be presented in writing via email to [cgreco@florida-law.com](mailto:cgreco@florida-law.com) no later than April 26, 2024. Consultants are responsible to review Demand Star for the District’s responses to any questions timely submitted or any addenda issued.

#### **G. Consultant Minimum Requirements**

The Consultant must have at least five (5) years of experience conducting comparable analysis of organizations similar in size and function to the District and must also have no affiliation with or financial involvement in the District. By submission of a proposal, the Consultant attests to these Consultant minimum standards.

#### **H. RFP Minimum Requirements**

The proposal must (at a minimum) include the following:

1. Legal name, address, phone number and email of Consultant;
2. Principal office locations of submitting Consultant and any proposed partners/subconsultants;
3. Legal form of company, i.e., partnership, corporation, joint venture, (if joint venture, identify the members);
4. Briefly state understanding of the Project and provide a positive commitment to

perform the work;

5. Describe approach to the Project and proposed timeline;
6. Describe Consultant's ability to produce the final product and innovative concepts that may enhance value and quality and favorable cost containment approaches or additional or alternative ideas that may be successful if implemented;
7. Qualifications and professional experience for Consultant's "Project Manager" who would serve as point of contact for the Project, including experience of comparable analysis of organizations similar in size and function to the District;
8. Qualifications and professional experience of other key personnel who will be assigned to conduct project services listed above, and the location of the office to which they are assigned, including experience of comparable reviews of organizations similar in size and function to the District per key personnel;
9. Current and projected workloads for proposed key staff during proposed project timeframe;
10. Description and examples of a minimum of three (3) projects completed by Consultant similar to the Project for organizations similar in size and function to the District, including whether the project was for a Florida local government, description of the project, budget, and duration/completion time information;
11. A matrix, using the Experiences Summary Matrix included within this RFP showing the projects listed in RFP Requirements 10 and included within the References Form in rows on the left side of the matrix and the key personnel (in response to RFP Requirements 7 and 8) in columns on the top of the matrix to create a matrix, using an "X" to indicate which projects the key personnel were involved in at the intersections of the rows and columns in the matrix.
12. List of at least three (3) clients that the District can contact as references with respect to Consultant's work performance on projects similar to the Project, using the Reference Form included within this RFP;
13. Summary and disposition of any individual cases of litigation, judgments and/or legal actions, entered against Consultant or subconsultant(s) for breach of contract for work performed for any local, state, federal, public, or private entity, by any state or federal court, within the last five (5) years, or if no judgment was entered, please also include any litigation that have been filed against Consultant or its subconsultants for breach of contract for work performed for any local, state, federal, public, or private entity, by any state or federal court, within the last five (5) years;
14. Detailed cost for the Project; and
15. Required forms:
  - Key Personnel Form;
  - Experiences Summary Matrix;
  - Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes;

- Reference Forms; and
- E-Verify Affidavit.

For RFP Requirements 7 and 8, Consultant should also include for the Project Manager and key personnel, any experience, by person, in: emergency service master planning, strategic planning, fiscal analysis, incident analysis, cooperative services analysis, EMS delivery, staffing assessments, and benchmarking, if applicable.

The proposal shall be limited to no more than twenty-five (25) one-sided pages for all requested information described herein including the required forms listed in RFP Requirement 15 above. Front and back covers, transmittal letter, and section dividers are excluded from the twenty-five (25) page limit. All pages shall be standardized 8 1/2 x 11 inches in size, margins not less than 1-inch, standard black text and minimum twelve (12) point font size.

Consultants desiring to provide these professional services to the District may submit proposals electronically to [www.demandstar.com](http://www.demandstar.com) or physically by submitting five (5) paper copies (one (1) copy shall be unbound) and one (1) electronic PDF copy on a USB drive of their proposal in accordance with the requirements contained in this RFP to:

**Key Largo Fire Rescue & EMS  
District Attention: District Clerk  
81990 Overseas Hwy., 3<sup>rd</sup> Floor,  
Islamorada, FL 33036**

If a Consultant submits their proposal physically, it may be submitted by U.S. Mail (postage paid), courier service, or by hand delivery. Proposals submitted physically must be identified with “*RFP - District Operational Analysis & Consolidation Study -- Do Not Open*” marked on the sealed package. If sent via courier service, they must be placed in a sealed envelope properly identified within the courier package. All proposals must be received no later than May 10, 2024 at 3:00 PM via DemandStar or at the above referenced address. It is the Consultant’s responsibility to ensure that its proposal is delivered to the District prior to the above deadline.

The District will not be responsible for any lost or late arriving proposals sent via the U.S. Postal Service or other delivery services. Late submittals will not be opened or considered. Proposals that are incomplete, conditional, obscure, or do not conform to the requirements contained in this RFP may be deemed nonresponsive at the sole option of the District. The District reserves the right to reject all responses and not grant any award resulting from this RFP. If awarded, no contract will be formed between the Consultant and the District until an agreement is executed by both parties.

Upon submittal of its proposal, the Consultant agrees to be bound by all terms and conditions of the RFP. Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this RFP.

**I. RFP Evaluation Criteria**

<u>Criteria</u>	<u>Weighting</u>
• Consultant (team) Competence/Qualifications/Services	<b>25 points</b>
<i>Consultant Competence/Qualifications/Services section shall address:</i>	
○ Team capability to perform the work;	
○ Consultant’s location(s) and Consultant’s years of experience;	
○ Consultant’s commitment of time and resources to the District; and	
○ Any litigation against the Consultant and/or subconsultants.	
• Similar Experience and Past Professional Accomplishment	<b>15 points</b>
<i>The Similar Experience and Past Professional Accomplishments section shall address:</i>	
○ Prior experience providing professional services by Consultant as well as each of its subconsultants;	
○ Related governmental work including references for the Project Manager and key personnel (in addition to the mandatory Reference Form), including whether Consultant has experience working with Florida local governments, and past performance;	
○ Experience of Project Manager and key personnel to be assigned to the District, including demonstrated knowledge and understanding of the types of services to be performed; and	
○ Consultant’s current or past projects with detailed Information on schedule adherence, quality of work, and project cost control	
• Project Approach and Understanding	<b>25 points</b>
<i>The Project Approach and Understanding section shall address:</i>	
○ Consultant’s approach to the Project and proposed timeline; and	
○ Ability of Consultant to produce the final product and innovative concepts that may enhance value and quality and favorable cost containment approaches or additional or alternative ideas that may be successful if implemented	
• Price	<b>35 points</b>
<i>The Price section shall address the Consultant’s proposed Project cost.</i>	
<b>TOTAL</b>	<b><u>100 points</u></b>

**J. Procurement Policy and Protests**

Consultants are hereby advised of the existence of the District’s Procurement Policy and are considered to be on constructive notice of all provisions contained therein. A copy is available on the District’s website at [www.klfireescueems.com](http://www.klfireescueems.com). Notice of all District decisions concerning a competitive solicitation or award, shall be electronically posted to DemandStar. By submitting a proposal, Consultants agree to the process set forth in these instructions.

1. Notice of Protest/Formal Written Protest

A Consultant adversely affected by this RFP shall file a notice of protest, in writing, seventy-two (72) hours prior to the date and time on which proposals are to be received and shall file a formal written protest within ten (10) days after filing the notice of protest.



Any Consultant adversely affected by the District's decision concerning this RFP or award, or any Consultant adversely affected by the District's decision to reject all proposals, shall file a formal written protest within seventy-two (72) hours after the District's electronic posting of the notice of decision on its website.

No time will be added to the above time limits for mail service.

## 2. Contents of Formal Written Protest

The formal written protest shall be printed or typewritten, and shall contain:

- A) The name and address of the Consultant filing the protest and an explanation of how they are adversely affected;
- B) A statement of how and when the RFP or notice of District decision or intended decision was received;
- C) A statement of all disputed issues of material fact, and if there are none, a statement so indicating;
- D) A concise statement of the ultimate facts alleged, as well as the rules or statutes which entitle the protestor to relief;
- E) A demand for relief; and
- F) Any other information material to the protest.

## 3. Filing

All notice of protests and formal written protests shall be filed with the District Clerk Monday through Friday, excluding holidays, during normal business hours. Filings may be submitted via hand delivery, U.S. Mail, or other delivery/courier service. Filings will not be accepted via email. A notice of protest or formal written protest is not timely filed unless received by the District within the prescribed time limit. Failure to file a notice of protest, if required, or a formal written protest within the time prescribed in these instructions shall constitute a waiver of all claims.

## 4. Stay of Procurement

Upon receipt of a valid formal written protest that has been timely filed, the RFP or contract award process shall be stayed until the subject of the protest is resolved by final action by the Board, unless the District's Attorney, with the concurrence of the Board, sets forth in writing particular facts and circumstances that require the continuation of the contract solicitation process through award without delay in order to avoid an immediate and serious threat or loss to the public health, safety, property, or welfare. Notice that a contract solicitation has been stayed shall be given by either electronic mail or U.S. mail to all Consultants.

## 5. Resolution of Formal Written Protest

The District Attorney and Board Chair or their designee, shall consider and investigate all written protests in a timely manner. The District shall provide an opportunity for the protestor to meet with the District Attorney and Board Chair, or his or her designee, to resolve the protest by mutual agreement within seven (7) days, excluding Saturday, Sunday, and holidays, of receipt of a formal written protest. The District may grant extensions of time to conduct this meeting for good cause shown.

If the subject of a protest is not resolved pursuant to this meeting, the District Attorney shall certify in writing that there was no resolution. The District Attorney will make a recommendation to the Board, and the Board will then make a final decision to either uphold the recommendation, reject the recommendation and send it back for further action, reject all proposals, or do something other than what the District Attorney has recommended.

## **K. Public Availability Of Records**

Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to Consultant. Any information, reports, or other materials given to, prepared, or submitted in response to this RFP will be subject to the provisions of Chapter 119, F.S., Public Records Act. Any Consultant claiming that its proposal contains information that is exempt from Chapter 119, F.S., must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption. Section 119.071(1)(b), F.S., exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a notice of intended decision or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals. Any questions regarding the application of Chapter 119, F.S., to this RFP can be directed to the District's public records custodian by telephone at (305) 664-4675 or by email at [cgreco@florida-law.com](mailto:cgreco@florida-law.com).

## **L. Additional Requirements**

### 1. Scrutinized Companies

Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. Consultant may not submit a bid if it is on the aforementioned lists. By submitting a proposal, the Consultant must certify that it is not on the aforementioned list.

### 2. Public Entity Crimes

Pursuant to Subsections 287.133(2)(a) and (3)(a), F.S., a person or an affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services or for the construction or repair of public building or public work to a public entity, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subconsultant, or consultant under a contract with any public entity, and may not transact business with any public

entity in excess of the threshold amount provided in Section 287.017, F.S., for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendors list. Consultant shall submit with its proposal a properly executed and notarized Public Entity Crimes Statement, attached hereto as Attachment 3.

3. Equal Employment Opportunity

The District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of The Department of Commerce (15 CFR, Part 8) issued pursuant to such act, hereby notifies all Consultants that it will affirmatively ensure that in any contract entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

4. Conflicts of Interest

The award under this RFP is subject to the provisions of Chapter 112, F.S., as amended, governing conflicts of interest. All Consultants must disclose with their proposal the name of any officer, director, or agent who is also a public employee. Further, all Consultants must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in Consultant's firm or any of its branches.

5. Participation in E-Verify System

In accordance with Section 448.095, F.S., beginning January 1, 2021, every public employer, contractor, and subconsultant shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The submission of an executed affidavit from the Consultant and any subconsultants stating it is in compliance with Section 448.095, Florida Statutes, and all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system shall satisfy this requirement. Any contract awarded pursuant to this RFP shall be terminated by the District if the District has a good faith belief that the successful Consultant or subconsultant thereof has knowingly violated this requirement.

*(This Space is intentionally left blank)*





## REFERENCES

Consultant must provide a minimum of three (3) references that meet the requirements in the RFP.

Consultant Name: \_\_\_\_\_

Reference Entity: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Consultant Project Manager: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Project Commenced: \_\_\_\_\_

Date of Final Completion: \_\_\_\_\_

Description of Work Performed:

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**KEY LARGO FIRE RESCUE & EMERGENCY MEDICAL SERVICES DISTRICT**

**E-VERIFY AFFIDAVIT**

Beginning January 1, 2021, Florida law requires all contractors doing business with the Key Largo Fire Rescue & Emergency Medical Services District to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The District requires all vendors who are awarded contracts with the District to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at [www.e-verify.gov](http://www.e-verify.gov).

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Authorized Representative)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who,  being personally known or  having produced \_\_\_\_\_ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature, NOTARY PUBLIC

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

STAMP/SEAL

## DEBARMENT CERTIFICATION

The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
Authorized Signature/Consultant

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Consultant's Firm Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Area Code/Telephone Number



**KEY LARGO FIRE RESCUE & EMS DISTRICT**

**Contract for Goods & Services**

This Contract entered into on the date last written below, by and between: \_\_\_\_\_ (the "Consultant") and the Key Largo Fire Rescue & Emergency Medical Services District ("KLFEMS" or "District"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

**1. TERM**

The term of this Contract shall be from:

\_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_.

**2. CONSULTANT'S SERVICES**

Consultant agrees to provide the following goods/services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If documentation of the specific goods/services is attached, said documentation is labeled as *Exhibit " A "* to this Contract and is incorporated herein by reference. In the event of a conflict between the terms of this Contract and any exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

**3. COMPENSATION**

District shall pay Consultant the sum of \$ \_\_\_\_\_ (NTE- Not to exceed price) to provide said goods/services pursuant to this Contract. No payment shall be due until an invoice for the goods/services has been submitted for payment and the District verifies that all services have been fully and satisfactorily completed. The District will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt. If alternate payment TERMS are required, they must be outlined below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. INSURANCE**

Consultant agrees to secure and maintain at all times during the term of this Contract, at Consultant’s expense, insurance coverage, as laid out below, covering Consultant for all acts or omissions which may give rise to liability for services under this Contract. All Consultant staff are to be insured in minimum amounts acceptable to the District and with a reputable and financially viable insurance carrier, naming Key Largo Fire Rescue & Emergency Medical Services District as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days’ written notice to the District. Consultant shall provide the District with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Consultant agrees to notify the District immediately of any material change in any insurance policy required to be maintained by Consultant.

Consultant is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto as *Exhibit “ B ”*:

- General Liability Insurance**  
Amount: \$1 Million
- Professional Liability Insurance**  
Amount: \_\_\_\_\_
- Vehicle Liability Insurance**  
Amount: \_\_\_\_\_
- Workers Compensation Insurance**  
Amount: \_\_\_\_\_

**5. INDEPENDENT CONTRACTOR STATUS**

The Consultant is, for all purposes arising under this Contract, an independent contractor. The Consultant and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the District. No officer, agent or employee of the Consultant or the District shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor the District, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

**6. TERMINATION**

A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, the District will be relieved of all obligations under said contract and the District will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

**B. TERMINATION FOR BREACH**

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

**C. IMMEDIATE TERMINATION BY KLFEMS**

District may terminate this Contract immediately upon written notice to Consultant (such termination to be effective upon Consultant's/Individual's receipt of such notice) upon occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Consultant, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. failure by Consultant to maintain the insurance required by the terms of this Contract.

**7. ASSIGNMENT**

Neither Consultant nor the District may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

**8. AMENDMENT**

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the District.

**9. GOVERNING LAW & VENUE**

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

**10. REPRESENTATIONS, WARRANTIES & DEBARMENT**

Consultant represents and warrants to the District, upon execution and throughout the term of this Contract that:

- A) Consultant is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B) None of the Consultant's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction,

denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;

- C) Consultant has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and
- D) Consultant and Consultant's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Consultant to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- E) Consultant certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
  - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;
  - (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

## **11. BILLING**

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

## **12. CONTRACT RECORDS RETENTION**

Pursuant to Florida Statute 119.0701, Consultant agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service.
- (b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not

exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the District.

(d) Upon completion of the contract, transfer, at no cost, to the District all public records in possession of the Consultant or keep and maintain public records required by the District to perform the service. If the Consultant transfers all public records to the District upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Failure of Consultant to comply with this section and F.S. §119.0701 may include, but not be limited to, the District holding the Consultant in default, termination of the contract or legal action.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ([clerk@klfremms.org](mailto:clerk@klfremms.org)) MAIL TO: KEY LARGO FIRE RESCUE & EMS DISTRICT, ATTN: CUSTODIAN OF PUBLIC RECORDS, ONE EAST DRIVE, KEY LARGO, FL 33037 OR CALL (305) 394-1719.**

### **13. E-VERIFY**

Beginning January 1, 2021, all contractors doing business with the Key Largo Fire Rescue & EMS District shall be required to provide proof of enrollment in the E-Verify system. Consultant shall be required to insure compliance with all applicable E-Verify requirements, including screening all employees to verify their work authorization status. If Consultant enters into any contract with a subcontractor, Consultant shall be required to obtain an affidavit from the subcontractor confirming that the subcontractor does not employ, contract with, or subcontract with any person who is not authorized under federal law to be employed in the United States. Consultant shall be required to maintain a copy of said affidavit for the duration of the Contract Term.

### **14. SEVERABILITY**

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

### **14. COUNTERPARTS**

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

### **15. WAIVER**

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any

subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the District does not relieve the Consultant of the indemnification provisions contained within this Contract.

**16. CAPTIONS**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

**17. ENTIRE CONTRACT**

The parties hereto agree that this is the final Contract between the parties and supersedes any and all prior Contracts and/or assurances, be it oral or in writing.

**18. NOTICES**

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

<u>Key Largo Fire Rescue &amp; EMS District:</u> Attn: Board Chair Key Largo Fire Rescue & EMS District One East Drive Key Largo, FL 33037  <u>With a copy to:</u> Key Largo Fire Rescue & EMS District Counsel Vernis & Bowling of the Florida Keys, P.A. 81990 Overseas Hwy, 3 <sup>rd</sup> Floor Islamorada, FL 33036	<u>The Consultant:</u>
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**IN WITNESS WHEREOF**, the parties have executed this Contract on this \_\_\_\_\_ day of

\_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF CHAIRPERSON OF THE BOARD

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF CONSULTANT/REPRESENTATIVE

\_\_\_\_\_  
DATE