

CITY OF KEY WEST



REQUEST FOR PROPOSALS

RFP # 26-009

FOR

Monitoring of Debris Removal and
Related Services

Mayor: Danise Henriquez

City Manager: Brian L. Barroso

Commissioners:

Monica Haskell; District 1
District 2

Donald "Donie" Lee; District 3
Gregory Veliz; District 5

Samuel Kaufman;

Lissette Carey; District 4
Aaron Castillo; District 6



REQUEST FOR PROPOSALS
CITY OF KEY WEST - PURCHASING OFFICE
1300 White Street, Key West, Florida 33040

Solicitation Data

Request Number: RFP 26-009

Title: Monitoring of Debris Removal and Related Services

Description: The City of Key West is soliciting proposals from experienced and qualified Consultants to provide services for monitoring debris removal and related services. Services would include providing all expertise, personnel, tools, materials, supplies, equipment, transportation, supervision and all other services and facilities of any nature necessary for monitoring debris removal and related services to include but not be limited to the monitoring of disaster generated debris from public lands, easements, and rights-of-way, removal of debris from private property may also be included.

Contact: Lucas Torres-Bull, Procurement Manager
Phone: (305) 809-3807
Email: lucas.torresbull@cityofkeywest-fl.gov

Issue Date: April 22, 2026

Mail or Deliver Responses To: City Clerk
City of Key West
1300 White Street
Key West, FL 33040

Clarification Submittal Deadline: April 29, 2026, 3:00 P.M. LOCAL TIME

Clarification Response Deadline: May 1, 2026, 3:00 P.M. LOCAL TIME

Responses Deadline Date: May 12, 2026, 3:00 P.M. LOCAL TIME

Estimated Award Date: June 2026

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City of Key West

Request for Proposals

Monitoring of Debris Removal and Related Services

RFP No. 26-009

NOTICE: Pursuant to Sec. 2-769 of the City's Code of Ordinance, sealed proposals for consideration to provide the services detailed in the scope of services listed below, shall be received until **3:00 P.M. on May 12, 2026**. The submittals shall be clearly marked "**RFP No. 26-009 –Monitoring of Debris Removal and Related Services**".

All submittals shall be publicly opened and recorded on May 12, 2026; at 3:00 P.M.** Late submittals shall not be accepted or considered.

Please submit one (1) original and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside "Sealed Proposals for RFP No. 26-009 Monitoring of Debris Removal and Related Services" addressed and delivered to the City Clerk at the address noted above.

This project is funded in whole or in part by FEMA and is subject to all applicable federal requirements under 2 CFR Part 200.

Solicitations may be found via the City of Key West website (www.cityofkeywest-fl.gov) under Finance and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

PROJECT OVERVIEW

The City of Key West is issuing this Request for Proposals (RFP) to solicit responses from qualified and experienced firms to provide services for the monitoring of debris removal and related disaster recovery operations.

The purpose of this solicitation is to obtain independent monitoring, oversight, documentation, and compliance support services to ensure that all debris removal activities are performed safely, efficiently, and in full compliance with all applicable local, state, and federal requirements. Services provided under this contract shall be performed in a manner that ensures eligibility for reimbursement under the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and any other applicable disaster recovery funding sources.

Through this RFP process, prospective Consultants are invited to submit comprehensive proposals in accordance with the requirements, scope, and timelines set forth herein. Only those proposals that contain all required information and documentation, as determined at the sole discretion of the City, will be considered responsive and eligible for evaluation.

The City intends to evaluate and rank proposals based on criteria including, but not limited to, price, qualifications, relevant experience, technical approach, and responsiveness to the solicitation requirements. Following the evaluation process, the City will enter into negotiations with the highest-ranked Consultant to finalize the terms of an agreement. Upon execution of a contract, the selected Consultant may be assigned specific task orders or projects on an as-needed basis to support the City's disaster response and recovery efforts.

All inquiries must reference **"RFP No. 26-009 –Monitoring of Debris Removal and Related Services"**, in the subject line and should be directed to the following email at lucas.torresbull@cityofkeywest-fl.gov. No phone calls will be accepted in reference to this solicitation. Any communication regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

The City reserves the right to delay or modify scheduled dates and will notify Consultants of all changes in scheduled dates.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Key West, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Finance-Division

The Division responsible for handling procurement related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or Subconsultants. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Consultant will have different obligations than "you" as a Successful Consultant will have upon awarding of this contract.

Consultant/Consultant/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Consultant/ Consultant/Submitter

The Consultant whose Proposal to this solicitation is deemed to be the most advantageous to the City. A Consultant will be approved for award by the City Commission, and a contract will be executed for the provisions of the goods and/or services specified in this RFP.

(iii) Proposals/ Submittals

The written, sealed document submitted by the Consultant in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Consultant after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFP shall be directed in

writing by email, to the Procurement Contact email address specified on the title page.

Answers, citing the question but not identifying the questioner, will be publicly noticed, and distributed simultaneously to all known prospective Consultants.

(i) Written Addenda

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all registered prospective Consultants via Demand Star. Addendum will be uploaded to Demand Star, available via link on the City's webpage. If necessary, a new RFP opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Consultants for the preparation of a Proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Consultant must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Consultant may request clarification by written request to the Procurement Contact. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Finance Division as having received the RFP documents. No person is authorized to give oral interpretations of or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Consultants must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. Respondents claiming that any portion of their proposal is exempt from public disclosure must identify each page or portion claimed exempt, cite the specific statutory basis for the claimed exemption, and submit both an unredacted copy and a redacted public copy. General claims of confidentiality, trade secret status, or proprietary treatment without a specific statutory citation will not be controlling on the City.

1.6 WITHDRAWAL OF PROPOSAL

A Consultant may, without prejudice, withdraw, modify, or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Key West and any Consultant. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Consultant and the City of Key West. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this Proposal prior to delivery, it shall be the responsibility of the Consultant to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

The City is not responsible for any expenses which Consultants may incur for preparing and submitting Proposals called for in this RFP.

(ii) Interviews

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Consultant in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) Request for Modifications

The City reserves the right to request that the Consultants(s) modify a submittal to more fully meet the needs of the City.

(iv) Bid Acknowledgment

By submitting a Proposal, the Consultant/Consultant certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) Acceptance/Rejection/Modification

To Submittals

The City reserves the right to negotiate modifications to this RFP that it deems acceptable, reject any and all Proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) Submittals Binding

All Proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) Alternate Proposals/ Statement/ Proposals

Alternate Proposals and/or statements will not be considered or accepted by the City.

(viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Consultants' ability to fulfill the requirements of the Proposal.

(ix) Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Consultants should be aware that RFP and the corresponding responses are in the public domain and subject to disclosure. However, the Consultants are required to identify with specificity any information contained in their Proposals which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All Proposals received from Consultants in response to this RFP shall become the property of the City of Key West and shall not be returned to the Consultant. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Consultants shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (FL Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

**City of Key West, City Ordinance Sec 2-766-2-845
Cone of Silence, City of Key West Code of Ordinances**

**The State of Florida Statutes Sections 218.73 and 218.74
on Prompt Payment**

Consultant hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Commission members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Consultant or Consultant, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Consultant. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Consultant. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Consultant recognizes that with respect to this transaction, if any Consultant violates or is a party to a violation of the ethics ordinances or rules of the City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Consultant may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals for goods or services to City. The term "Consultant," as used in this section specifically includes any person or entity making and submitting a Proposal to the City for the provision of goods and/or services to City.

Lack of knowledge by the Consultant will in no way be a cause for relief from responsibility. Non- compliance with all

local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-773 Cone of Silence, 2-289 Conflict of Interest and 4.10 Disclosure of Financial Interest by Officers and Employees are applicable to this transaction.

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 publicly 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:

(A) 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.

(B) At the deadline for submission of responses to the solicitation if only one vendor has responded.

(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.

1.12 SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Consultant acknowledges that the materials submitted with the Proposal and the results of the City of Key West evaluations are open to public inspection upon proper request. Consultant should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFP are violated by the Awarded Consultant, the City Manager shall give written notice to the Awarded Consultant stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Key West.

1.15 PROPERTY

Property owned by the City of Key West is the responsibility of the City of Key West. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Key West. Damages to such property occurring while in the possession of the Awarded Consultant shall be the responsibility of the Awarded Consultant.

1.16 TERMINATION FOR DEFAULT

If the Awarded Consultant defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Consultant shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Consultant was not in default or (2) the Awarded Consultant's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in

accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Consultants must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Consultant agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Consultant which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Consultant shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes. The specific contract-for-services public-records obligations required by section 119.0701, Florida Statutes, shall be included verbatim in the Agreement and control in the event of conflict.

1.20 CAPITAL EXPENDITURES

Awarded Consultant understands that any capital expenditures that the Awarded Consultant makes, or prepares to make, in order to perform the services required by the City of Key West, is a business risk which the Awarded Consultant must assume. The City of Key West will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Consultant. If Awarded Consultant has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Key West.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that

any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Monroe County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Key West and Awarded Consultant/Consultant, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Consultant, in substantially the form attached hereto, shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Consultant agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Consultant, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Consultant shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Consultant, its employees, agents, or sub-Consultants.

B. The Awarded Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Awarded Consultant shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Consultant shall pay all damages and costs awarded against the City.

C. An understanding and agreement, by and between the Awarded Consultant and the City, that the completion time as specified in Awarded Consultant's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time

specified.

1.25 EQUAL BENEFITS FOR DOMESTIC PARTNERS FOR PROCURED PROJECTS

Awarded Consultant will be required to comply with Ordinance Sec 2-799 –Provide Equal Benefits for Domestic Partners.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the City or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the City Commission or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

END OF SECTION 1

SECTION 2

SPECIAL CONDITION

2.1 PURPOSE

The City of Key West invites qualified and experienced professional firms to submit proposals to provide monitoring, oversight, and related services in support of debris removal operations. The selected Consultant shall furnish all labor, supervision, equipment, materials, systems, and professional expertise necessary to provide comprehensive debris removal monitoring, documentation, quality control, and reimbursement support services for disaster recovery operations.

The Consultant(s) shall provide independent and objective monitoring and documentation services to ensure debris removal activities are performed in compliance with all applicable federal, state, and local requirements, including but not limited to Federal Emergency Management Agency (FEMA) Public Assistance Program requirements, 2 CFR Part 200 (Uniform Guidance), Federal Highway Administration (FHWA), applicable state requirements, City standards, and contract terms. Services shall be sufficient to support eligibility determinations and maximize reimbursement for eligible disaster-related work.

Consultants are expected to assemble a team with the necessary technical expertise, experience, and capacity to effectively perform monitoring services before, during, and after debris removal operations. Services may include, but are not limited to, field monitoring, load ticket verification, quantity tracking, site inspections, photographic and geospatial documentation, compliance verification, coordination with City staff and Consultants, and preparation of required reports and supporting documentation for reimbursement and audit purposes.

The Consultant shall advise the City on debris eligibility, operational compliance, documentation standards, and best practices to maximize cost recovery and minimize risk of disallowance. The Consultant may also be required to coordinate with federal and state agencies, including FEMA and the State of Florida, and to provide technical support during reviews, audits, or closeout processes.

Additionally, the Consultant is expected to maintain effective working relationships with City staff, debris removal Consultants, and applicable regulatory and funding agencies throughout the duration of the project. The City reserves the right to select one or more firm(s), or specialized teams, based on demonstrated qualifications, experience, and areas of expertise necessary to fulfill the scope of services outlined.

2.2 MINIMUM REQUIREMENTS

All Consultant's that submit a proposal shall meet, but not limited to, the following minimum qualifications:

- A minimum of five (5) years of experience providing disaster recovery services, including debris removal operations and/or debris removal monitoring, for municipal, county, or state governmental entities.
- Demonstrated knowledge and experience with FEMA and State Public Assistance eligibility, documentation, and reimbursement procedures.
- Experience providing services similar in scope to those required under this solicitation for a minimum of five (5) jurisdictions.
- Demonstrated experience supporting multiple jurisdictions and/or large-scale debris operations.
- Capacity to mobilize qualified personnel within 24–72 hours of a Notice to Proceed and to provide the requested services while managing any pre-event or concurrent commitments within 150 miles of Key West.
- Experience providing debris-related services in coastal or environmentally sensitive communities is preferred.
- Be able to provide monitoring of the clean-up, removal, separation, reduction and disposal of Debris as defined in the Scope of Services.
- Be willing and capable of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services.
- Be knowledgeable and have experience in the provision of the Services for reimbursement through the FEMA Public Assistance and FHWA ER program; and
- Be able to perform the Services and any other agreed to services in a timely manner, recognizing that the CITY desires to have this project completed within 30 days following completion of debris hauling and removal.

2.3 LICENSING

Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Successful respondent's must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this solicitation. Failure to possess the proper license(s) and/or certification(s) may result in

disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.4 EXECUTION AND TERM OF CONTRACT

The City and the Awarded Consultant shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Commission at a fully authorized meeting. If the Consultant awarded the contract fails to enter into a contract as herein provided, the award may be declared null and void, and the contract may be awarded to the next most responsible and responsive Consultant, or re-advertised, as determined by the City.

The initial contract resulting from this solicitation shall have an initial term of three (3) years beginning on the effective date. The City may, in its sole discretion, renew the contract for one (1) additional term of up to two (2) years, for a maximum total term of five (5) years, upon written notice and approval in accordance with City requirements. Any renewal shall be on the same terms and conditions unless amended in writing by the parties and approved as required by the City.

2.5 CONTRACT CANCELLATION

The City of Key West reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to the Awarded Consultant, and Awarded Consultant reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred-twenty (120) days written notice to the City Manager. In the case of cancellation by the Awarded Consultant, reparations must be paid to the City in the amount of 50% of the contract amount.

2.6 PROPOSAL FORMAT AND SIGNATURES

To be considered, proposals must be submitted in accordance with the City's specified instructions. The entire proposal must be resubmitted, including all executed forms, with each section signed to indicate it has been read and understood, and all response forms fully completed. Proposals should be typed or printed using black or blue ink only; the use of erasable ink is prohibited. The proposal submitted in response to this Request for Proposals (RFP) shall be printed on 8-1/2" x 11" white paper and bound; shall be clear and concise, tabulated, and provide the information requested. Any corrections must be initialed. Proposals submitted by corporations must be signed in the corporate name by the President or another authorized corporate officer, along with documentation verifying the authority to sign. The corporate address and state of incorporation must be listed beneath the signature.

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.7 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name of the Consultants. In order to be deemed responsive the proposals must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 4 of this solicitation. The City of Key West shall be the sole judge in determining Consultant's qualifications.

The City anticipates awarding a single contract but reserves the right to award multiple contracts if it is determined to be in the best interest of the City.

The Consultant understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the firm/individual have been authorized by the appropriate level of authority within the City, and an agreement has been executed by both parties and approved by the appropriate level of authority within the City.

The City, at its sole discretion, reserves the right to inspect any/all of the Consultant's facilities to determine their capability to meet the requirements for the contract. Also, rates, responsibility, and responsiveness of the Consultant, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Agreement.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit.

The City reserves the right to reject all proposals, to waive non-material, technical variances, or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

The City's Selection Committee will evaluate proposals and will select the Consultant which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. The purpose of the Evaluation Process is to evaluate the proposals submitted in response to this Request for Proposal and to establish the most advantageous firm/individual, further identified as the No. 1 or highest ranked firm/individual. Each proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

PHASE I — EVALUATION

In a publicly noticed meeting, a Selection Committee, appointed by the City Manager or designee,

will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Selection Committee to allow each firm/individual an opportunity to provide the Selection Committee with additional insight regarding their proposal and that of the qualifications of the firm/individual.

Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories listed below. The points awarded for each Category will be totaled, ranked, and tabulated to determine the top ranked firm/individual to provide the City Commission. Should the number of Consultants exceed three (3), the Selection Committee will provide the City Commission with a ranking of the “shortlisted” firms/individuals.

PHASE II – SELECTION

The Selection Committee will submit their tabulated scores and firm/individual ranking to the City Commission for their consideration to award the contract. The City Commission may accept the ranking recommendations of the Selection Committee and may request firms to give a presentation and/or answer questions, amend rankings, or reject all Proposals. The City Commission will make the final selection. The City shall not be responsible for any costs of preparation or costs incurred in relation to any opportunities for an interview.

Subject to approval by the City Commission, a contract may be awarded to one or more Consultants deemed the most responsible and responsive, based on the selection criteria. Any award will be contingent upon the execution of a contract, which must be in a form and substance approved by the City Commission. The City of Key West reserves the right to reject proposals from vendors currently involved in litigation with the City or those with a history of prior lawsuits against the City. In determining responsibility, the City may consider relevant past performance, integrity, capacity, and litigation history only to the extent such matters materially relate to the respondent’s ability to perform this contract in a responsible manner and as permitted by law.

EVALUATION CATEGORIES – PHASE I & II

Evaluation Criteria - Proposals will be scored and ranked by the Committee, based on the following criteria and points:

Category	Points
1. Hourly Rates: (Lowest Average Hourly Rate/Consultant’s Average Hourly Rates) * 30 (Maximum Points) =	30
2. Qualifications and Experience: <ul style="list-style-type: none"> References on recent projects of a minimum 200,000 C.Y. and scope including two projects over 1,000,000 C.Y. 	30

	<ul style="list-style-type: none"> • Qualifications of firm and key staff • Diverse project experience including, ROW, C&D debris, marine debris, private property, structure demolition and vessel removal • Capacity to respond to major and catastrophic disasters with few existing pre-event contracts within 200 miles of the City of Key West • Description of past (within 5 years) and on-going litigation involving Consultant and; municipality, Subconsultant, etc 	
3.	Technical Approach/Operations Plan: <ul style="list-style-type: none"> • Documentation of understanding Scope of work • Technical Approach / General Operations Plan • Resources, capacity to perform, and Mobilization Plan • Ticket quality assurance / quality control program 	20
4.	Financial Stability: <ul style="list-style-type: none"> • Years Consultant's Company has been in business • Consultant's net worth and working capital • Size of project successfully completed in the past 5 years Strength of latest financial statement 	20
Total Points		100

2.8 DUE DATE

All proposals are due no later than **May 12, 2026, at 3:00 P.M.** All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Key West. The City of Key West cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposals must be supplied to constitute a regular submittal.

2.9 INSURANCE REQUIREMENTS

Successful Consultants shall maintain, at their sole expense and during the term of this Agreement, all insurance requirements in accordance to Exhibit A.

Please Note: The certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of Insurance (COI), reflecting evidence of the required insurance, shall be provided to the City, in accordance with policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this

Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At the time of the award, the selected Consultant must provide a Certificate of Insurance and a Declaration of Coverage Page, which must list the City of Key West as an additional insured on each of the policies mentioned in Exhibit A.

EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed in the proposal. Any exceptions to these Sections may cause the proposal to be considered non-responsive.

2.10 INQUIRIES

Any questions regarding this solicitation shall be directed in writing to the Procurement Contact via email at lucas.torresbull@cityofkeywest-fl.gov. All inquiries must have in the subject line the following: **RFP No. 26-XXX –Monitoring of Debris Removal and Related Services**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Consultants requiring clarification or interpretation of the RFP must submit them via email **on or before 3:00 P.M. on April 29, 2026**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Consultants on Demand Star, also available via link on the City's website.

2.11 VERIFICATION OF INFORMATION

The City may verify the information submitted by the Consultant and may obtain and evaluate additional information, as it deems necessary to ascertain the Consultant's ability to perform under this solicitation. The City shall be the sole judge of a Consultant's ability to perform, and its decision shall be final.

2.12 GOODS/ SERVICES MAY BE ADDED OR DELETED

It is hereby agreed and understood that goods or additional services may be added to this contract at the City's option. It is also agreed and understood that the City may add or delete goods/services on this contract at the City's option. The Awarded Consultant shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Consultant.

2.13 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

2.13.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.13.2 The City reserves the right to disqualify Consultants during any phase of the competitive solicitation process and terminate for cause, any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

2.14 BACKGROUND INFORMATION

The City reserves the right, prior to awarding the contract, to request additional evidence of a Consultant's qualifications as deemed necessary. The City may consider any available information regarding the Consultant's financial, technical, and other qualifications, including past performance and experience with the City.

2.15 METHOD OF ORDERING

Services shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order.

2.16 PAYMENT/ INVOICES

The Consultant will be compensated for work completed by the Consultant in accordance with the Fee Schedule attached hereto. The Consultant will submit proof of work in the form of force labor tickets and/or hourly time and materials tickets. The Consultant will provide the City with Daily reports. The Consultant will submit to the City a weekly summary report and invoice for services rendered.

2.17 CONTRACT CANCELLATION

Termination by the City for convenience shall be governed by Section 1.17 of this RFP.

The Contractor may terminate the Contract only for cause, upon one hundred twenty (120) days written notice to the City, unless a shorter period is approved in writing by the City.

If the Contractor terminates the Contract without cause or fails to perform in accordance with the Contract, the Contractor shall be liable for any additional costs incurred by the City to procure replacement services, together with any other damages available at law or in equity.

Nothing herein shall limit the City's rights under Section 1.17 or any other termination provision of this Contract.

2.11 REFERENCES

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Consultant's submission of an RFP constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Consultant's qualifications.

2.12 RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs not identified in the Consultant's proposal.

2.13 FEDERAL FUNDING SOURCE

This Request for Proposals and any contract resulting from it may be funded, in whole or in part, with federal disaster assistance funds provided through the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as administered through the FEMA Public Assistance (PA) Program, and other applicable federal funding sources.

Accordingly, the Consultant shall comply with all applicable federal statutes, regulations, executive orders, and FEMA program requirements, including but not limited to the procurement and contract provisions set forth in Title 2 of the Code of Federal Regulations (2 CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

The selected firm shall comply with all applicable requirements and regulations established by FEMA, the Federal Highway Administration (FHWA), the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (DEP), the Stafford Act, and any

other federal, state, or local governmental agency having jurisdiction over disaster response and recovery activities, including all requirements established by the City.

The selected firm shall maintain current knowledge of FEMA and other applicable agency guidelines, policies, and regulatory requirements, and shall provide professional guidance to the City throughout the duration of the project to help ensure compliance and maximize eligible financial reimbursement.

To support an efficient and accurate cost recovery process, the selected firm shall demonstrate a comprehensive understanding of the documentation, reporting, and compliance requirements associated with FEMA reimbursement processes, other applicable federal disaster assistance programs, and relevant State of Florida disaster recovery programs.

2.14 FULL AND OPEN COMPETITION

All procurement transactions shall be conducted in a manner providing full and open competition consistent with 2 CFR §200.319. The City shall not place unreasonable requirements on firms, require unnecessary experience, or otherwise restrict competition.

2.15 COST/PRICE ANALYSIS

The City shall perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications.

2.16 AFFIRMATIVE STEPS (MBE/WBE)

The City shall take all necessary affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are used when possible and practical.

2.17 PROHIBITION ON TIME & MATERIALS (T&M) WITHOUT CEILING PRICE

Time-and-materials contracts shall only be used after a determination that no other contract is suitable and shall include a ceiling price that the Consultant exceeds at its own risk.

2.18 GEOGRAPHIC PREFERENCE

The City shall not use statutorily or administratively imposed geographic preferences in the evaluation of bids or proposals, except where applicable federal statutes expressly mandate or encourage such preference.

2.19 PROHIBITION OF COST-PLU PERCENTAGE OF COST

Cost-plus-percentage-of-cost and percentage-of-construction-cost methods of contracting shall not be used when utilizing FEMA funding.

2.20 CONTINGENCY FEE PROHIBITION

The Consultant shall not receive compensation based on a percentage of FEMA reimbursement or any other contingency fee arrangement. Compensation shall be based solely on actual services performed in accordance with the approved fee schedule.

END OF SECTION 2

SECTION 3

SCOPE OF SERVICES

3.1 BACKGROUND

Key West is an island city measuring approximately 4 miles in length and 1.5 miles in width. Located at the southernmost point of U.S. Highway 1, it is situated 153 miles southwest of Miami, Florida, and 93 miles northwest of Havana, Cuba. Key West serves as the county seat of Monroe County and encompasses the entire island, along with a portion of neighboring Stock Island to the northeast. The city's economy is primarily driven by tourism and commercial/charter boat fishing. A significant portion of the workforce is employed in the service industry, along with positions in government agencies and schools.

The City's estimated permanent population in 2023 was 25,000. In addition to its residents, Key West is a world-renowned tourist destination and a favored location for second homes. On any given day, the total population in Key West—including permanent residents, seasonal residents, the maritime population, overnight tourists, day-trippers, cruise ship visitors, commuters, and shoppers—is estimated to exceed 50,000. This number can surge significantly during major events such as Fantasy Fest or New Year's Eve.

The City operates under a commission-manager form of government, with six district Commissioners and one Mayor elected at large. The City Commission appoints members to various volunteer boards and commissions, which are responsible for carrying out duties outlined by State law, the City Charter, and local ordinances. These boards and commissions include the Planning Board, the Historic Preservation Committee, and the Tree Commission. Additionally, the City Commission appoints Special Advisory Committees to provide community input on specific issues and projects as needed. Current advisory boards include the Key West Bight Management District Board, Parks & Recreation Advisory Board, Bahama Village Redevelopment Advisory Committee, Arts in Public Places Advisory Board, Consultants Examining Board, and the Environmental Sustainability Board.

3.2 SCOPE OF SERVICES

In the event of a potential or impending disaster impacting the City, the Consultant shall be capable of mobilizing key personnel within twenty-four (24) to seventy-two (72) hours in advance of the anticipated event, as directed by the City. Key personnel shall have demonstrated experience in debris monitoring operations, including but not limited to truck certification, debris mapping and zone development, load monitoring, and operational coordination, in order to support the response phase of the disaster event.

The Consultant shall also identify and place additional qualified monitoring personnel on standby for potential deployment, as required to meet operational demands. All logistical arrangements for out-of-town personnel, including lodging, transportation, and related accommodations for key and support staff, shall be the sole responsibility of the Consultant and shall be provided in a manner that does not impede timely mobilization or performance.

A sample of the mobilization task order is attached below:

City of Key West Debris Removal – Mobilization Task Order

Time:	Date:
Incident/Event:	
City Declaration Order:	
Florida Declaration Order No.:	
Presidential Declaration Order No.:	
FEMA Incident/Event No.:	
Consultant (Name of Consultant):	
Project Manager (Name of Project Manager):	
Consultant's Estimated Time of Arrival:	Number of Crews:
1 st Push Priority Locations:	
Roads (Attach Map/ GPS / GIS):	
Forecast Amount of Debris (Use Appropriate USAGE Model): <ul style="list-style-type: none"> • Tornado / Hurricane: • Flood Debris: • C&O: • Vegetative: • HHW 	

A. Field Monitoring and Documentation

The Consultant shall provide qualified field personnel to monitor and document debris removal activities, including but not limited to debris collection, hazardous tree and hanging limb removal, and related recovery operations. Services shall include:

- Monitoring debris removal activities within public rights-of-way, public property, and other eligible areas
- Identification and documentation of hazardous trees and hazardous hanging limbs requiring removal
- Verification that debris removal activities are disaster-related and eligible for federal reimbursement
- Close coordination with the City and FEMA to determine and apply effective documentation methodologies
- Communication with FEMA to ensure documentation supports eligibility and reimbursement
- Pre-validation of eligible debris, tree, and limb removal to the maximum extent practicable

B. Collection Monitoring – Rights-of-Way and Public Property

The Consultant shall provide collection monitors to oversee debris loading operations and ensure compliance with FEMA and state requirements. Services shall include:

- Monitoring of each debris loading crew
- Initiation and completion of multi-part load tickets in the field for each load
- Documentation of street address and/or GPS coordinates, date, time, truck identification, driver information, debris type, and load volume
- Verification and monitoring at Temporary Debris Storage and Reduction Sites (TDSRS) and disposal facilities
- Monitoring and documentation of hazardous tree and limb removal
- Monitoring of additional debris-related activities, which may include abandoned vehicles, boats, marine debris, white goods, beach cleaning, and structure demolition
- Provision of similar services for debris removal on private property under an approved Right-of-Entry (ROE) program, if applicable

C. Monitor Training

The Consultant shall provide comprehensive training for all monitoring personnel, including locally hired staff, at no additional cost to the City. Training shall include:

- Safety procedures and protocols
- FEMA eligibility requirements and reimbursement criteria
- Disaster-specific operational information
- Documentation standards and data collection requirements
- Communication expectations and professional conduct
- All personnel shall be capable of communicating effectively at a level appropriate to their assigned responsibilities.

D. Quality Control, Quality Assurance, and Supervisory Oversight

The Consultant shall implement and maintain a robust Quality Assurance/Quality Control (QA/QC) program to ensure accuracy, consistency, and audit-ready documentation. Services shall include:

- Roving monitors, field coordinators, and supervisory personnel
- Spot checks and audits of field monitors and documentation
- Verification of QA/QC compliance for load tickets, certifications, and field data
- Oversight to ensure accurate eligibility determinations and coordination with debris removal Consultants
- Designation of a Safety Manager to oversee monitoring staff safety

E. Truck Certification

The Consultant shall establish and manage a truck certification program in accordance with FEMA guidelines, including:

- Inspection and certification of debris hauling vehicles
- Documentation of truck measurements, debris capacity calculations, and certification worksheets
- Photographic documentation of trucks and drivers
- Maintenance of certification summary books at each TDSRS or disposal site
- Implementation of methods to discourage post-certification vehicle modification
- Periodic spot checks and recertification of trucks suspected of modification

F. TDSRS and Disposal Site Monitoring

The Consultant shall provide trained monitors at all TDSRS and disposal facilities to:

- Accurately call and document load volumes
- Verify trucks are fully emptied prior to departure
- Review truck certifications to confirm vehicles have not been altered
- Track and document debris from receipt through reduction and final disposal

G. Project Mapping and Public Coordination

The Consultant shall provide mapping and coordination services, including:

- Mapping debris removal progress and final passes along roadways
- Preparation of maps for City use and FEMA documentation
- Assistance with public communication related to debris recovery
- Documentation and relay of citizen complaints for appropriate action

H. Data Management and Reporting

The Consultant shall establish and maintain an advanced data management system to support debris monitoring and FEMA documentation. Services shall include:

- Daily entry of load ticket and field data
- Provision of data to the City and FEMA, including GPS coordinates, addresses, and

- photographic records
- Reconciliation and review of debris removal Consultant invoices
- Organization and maintenance of documentation for FEMA reimbursement
- Assistance with invoice tracking and supplemental documentation requests

I. Funding and Reimbursement Support

The Consultant shall assist the City in securing maximum eligible reimbursement from federal and state agencies. Services may include:

- Development of debris quantity estimates supported by FEMA
- Assistance with Project Worksheet (PW) preparation, versions, and closeout
- Support for early reimbursement and cash flow strategies
- Tracking and reporting on PW status and funding progress
- Assistance with FEMA appeals, as requested
- Identification of additional disaster recovery or mitigation funding sources

J. Public Information Support

At the City's request, the Consultant may assist with public outreach related to debris recovery, including:

- Establishment and staffing of debris hotlines
- Website development or support
- Assistance with press releases, public notices, and related communications
- All activities shall be performed in a manner that supports eligibility and reimbursement.

K. Recovery and Related Services

The Consultant may provide additional recovery-related services, including but not limited to:

- Right-of-Entry (ROE) administration and database management
- Monitoring of ROW and private property vegetative and C&D hazard removal
- Demolition coordination and monitoring
- Monitoring of marine debris removal
- Beach sand sifting and cleaning operations

L. Pre-Storm Coordination and Readiness

The Consultant shall participate in pre-event coordination activities, including:

- Annual pre-storm coordination meetings prior to June 1
- Meetings immediately prior to a credible disaster threat
- Development of staffing and monitoring strategies
- These meetings shall be conducted at no cost to the City.

M. Meetings and Coordination

The Consultant shall:

- Conduct safety meetings and regular project update briefings

- Participate in coordination meetings with debris removal Consultants
- Assist the City in managing and documenting Consultant-caused damages, if requested

N. Status Reporting

The Consultant shall provide detailed daily, weekly, or other periodic status reports as requested by the City, including:

- Project progress statistics
- Cumulative debris quantities
- Operational and financial summaries suitable for internal reporting, public information, or FEMA review

O. Other Related Services

The Consultant shall perform all services, whether or not specifically enumerated herein, that are necessary or incidental to the proper execution and completion of debris removal monitoring, documentation, compliance, and reimbursement support services required under this Request for Proposals.

3.4 PROPOSAL SUBMITTAL INSTRUCTIONS

Response Content

The City requires Consultant's to submit a concise narrative clearly addressing all the requirements outlined in this RFP. Responses must include, at a minimum, the following sections in the order indicated. Total proposal length (not including required forms, addendums, resumes, Sworn Statements, or Affidavits) will not exceed 10 double (20 single) side pages.

PLEASE ADDRESS THE FOLLOWING IN YOUR PROPOSAL SUBMISSION:

Tab 1. Company Profile:

A company profile including the firm name, business address, telephone number, year established (include former firm names and year established, if applicable), type of ownership, and parent company, if any. Provide the name of the person who shall serve as authorized negotiator for Respondent, should Respondent be selected to negotiate with City.

Tab 2. Experience:

Provide information indicative of experience on other projects of similar complexity that documents successful and reliable experience in past performance within the last seven (7) years, as it related to this proposal. The proposing firm must demonstrate that they have successfully performed services on at least 10 FEMA reimbursable disaster debris removal projects related to at least 3 different declared disasters, over the past seven (7) years, including at least two projects involving removal of at least 1,000,000 cube yards of debris. Identify local governmental clients for whom similar services have been provided including name of client, client contact person, description of services performed, and quantity of debris monitored. Provide resumes of key staff.

Respondent must demonstrate special disaster recovery program management services including monitoring of private property/right-of-entry (ROE) work, waterway/marine debris clean-up, sand recovery/beach remediation, hazardous tree/limb removal, hazardous material removal, vessel and vehicle recovery, asbestos removal, data management, contracting/invoice reconciliation, and FEMA appeals assistance.

Tab 3. Personnel:

Provide an organizational chart, resumes, and summary of staff qualifications. Demonstrate current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. Respondent shall document knowledge and experience of personnel with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes.

Tab 4. Technical Approach / General Operations Plan:

Provide a description of the Consultant's approach to the project including implementation of the RFP Scope of Services, startup procedures, debris estimating methodology, and management of debris recovery contractors. Especially, as it relates to:

- Pre-impact mobilization of resources
- NIMS Compliant Span-of-Control
- Number of Project Managers to number of Field Supervisors
- Number of Field Supervisors to number of Monitors
- Preventing fraudulent activity occurring between the pick-up and disposal sites
- Ensuring debris removal equipment isn't sidelined due to a lack of monitors
- Monitoring of seaweed removal, where a one-to-one ratio of monitor to equipment isn't practical nor necessary.
- Identifying debris loads originating from declared First Pass roadways, separate from debris collected from other locations.

Tab 5. Reference:

The respondent shall provide references for five debris projects of similar size performed over the past seven years. Include the client name, debris quantity, brief summary of work, along with name, address, and phone number of a responsible contact person.

Tab 6. Capacity:

Capacity to perform services timely for the City is critical and could be impacted by other obligations firms may have in the general area. Provide a listing of all active or pre-event debris contracts with cities, counties, or other entities within 200 miles of the City of Key West. Provide current obligations of Respondent, including time schedules and staff committed.

Tab 7. Fee Schedule:

Each Consultant must complete and submit the Cost Proposal Form / Unit Price (Table A). Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the CITY at cost without mark-up. Consultant may also include additional, optional positions and services for:

Positions	Required: (Y) or (N)
Principal in Charge	
Project Manager	
Deputy Project Manager / Operations Manager	
Project Coordinator	
QC / QA Safety Manager	
Data Manager	
GIS Analyst	
Field Supervisor	
Debris Site/Tower Monitors	
Collection Monitor	
Citizen Drop-Off Site Manager	
Data Entry Clerk / Clerical	
Billing/Invoice Analysts	
Billing Invoice Manager	
FEMA Coordinator / Specialist	
Public Information Support Manager	
Call Center Staff	

Tab 9. City Forms:

Consultant shall complete and execute the forms specified below in this RFP, as well as copies of all business licenses and receipts for business tax and shall include them in this section:

- **ATTACHMENT A** - ANTI-KICKBACK AFFIDAVIT
- **ATTACHMENT B** - SWORN STATEMENT UNDER SECTION 287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
- **ATTACHMENT C** - CITY OF KEY WEST INDEMNIFICATION FORM
- **ATTACHMENT D** - EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT
- **ATTACHMENT E** - CONE OF SILENCE AFFIDAVIT
- **ATTACHMENT F** - NON-COLLUSION AFFIDAVIT
- **ATTACHMENT G** - THE CITY OF KEY WEST E-VERIFY AFFIDAVIT
- **ATTACHMENT H** - AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES
- **ATTACHMENT I** - VENDOR CERTIFICATION REGARDING

- SCRUTINIZED COMPANIES LISTS
- **ATTACHMENT J** - CONFLICT OF INTREST STATEMENT
- **ATTACHMENT K** - ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS
- **ATTACHMENT L** –
COPY OF STATE OF FLORIDA CORPORATE FILINGS; OR ARTICLES OF INCORPORATION AS
REQUIRED; THE SECRETARY OF STATE, FLORIDA CITY OF KEY WEST BUSINESS TAX RECEIPT
- **ATTACHMENT M** – COPY OF DRAFT CONTRACT DOCUMENTS
- **ATTACHMENT N** – ACKNOWLEDGEMENT OF CONFORMANCE WITH FEMA/NIMS STANDARDS
- **ATTACHMENT O** – UNIT PRICE PROPOSAL FORM
- **ATTACHMENT Q** – TECHBICAL APPROACH / GENERAL OPERATIONS PLAN
- **ATTACHMENT R** – CONSULTANT’S MOST CURRENT FINANCIAL STATEMENT
- **ATTACHMENT S** – STATEMENT THAT CONSULTANT IS FAMILIAR WITH CITY’S TDMS SITES
- **ATTACHMENT T** – DESCRIPTION OF AND SAMPLE OF CONSULTANT’S TICKETS AND FORMS
- **ATTACHMENT U** – CERTIFICATION REGARDING LOBBYING

3.3 ASSIGNMENT

The awarded Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any of its rights, title, or interest, nor delegate its authority to execute the contract to any person, company, or corporation without the prior written consent of the City. The City Commission reserves the right to withhold such consent at its sole discretion, for any reason.

END OF SECTION 3

SECTION 4

AFFIDAVITS AND CERTIFICATIONS

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS.

LIST OF ATTACHED FORMS:

- **ATTACHMENT A - ANTI-KICKBACK AFFIDAVIT**
- **ATTACHMENT B - SWORN STATEMENT UNDER SECTION 287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**
- **ATTACHMENT C - CITY OF KEY WEST INDEMNIFICATION FORM**
- **ATTACHMENT D - EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**
- **ATTACHMENT E - CONE OF SILENCE AFFIDAVIT**
- **ATTACHMENT F - NON-COLLUSION AFFIDAVIT**
- **ATTACHMENT G - THE CITY OF KEY WEST E-VERIFY AFFIDAVIT**
- **ATTACHMENT H - AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**
- **ATTACHMENT I - VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**
- **ATTACHMENT J - CONFLICT OF INTEREST STATEMENT**
- **ATTACHMENT K - ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS**
- **ATTACHMENT L – COPY OF STATE OF FLORIDA CORPORATE FILINGS; OR ARTICLES OF INCORPORATION AS REQUIRED; THE SECRETARY OF STATE, FLORIDA CITY OF KEY WEST BUSINESS TAX RECEIPT**
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- **ATTACHMENT S – STATEMENT THAT CONSULTANT IS FAMILIAR WITH CITY’S TDMS SITES**
- **ATTACHMENT T – DESCRIPTION OF AND SAMPLE OF CONSULTANT’S TICKETS AND FORMS**
- **ATTACHMENT U – CERTIFICATION REGARDING LOBBYING**

ATTACHMENT A - ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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 _____ day of _____ 20____.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

**ATTACHMENT B - 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 _____

2. This sworn statement is submitted by _____
(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 _____)
3. My name is _____
(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 Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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.
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)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this _____day of _____, 20__.

My commission expires:

NOTARY PUBLIC

ATTACHMENT C - CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Consultant expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, 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, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant, its Subconsultants or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Consultant's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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

CONSULTANT: _____ SEAL: _____

Address

Signature

Print Name

Title

DATE: _____

**ATTACHMENT D - EQUAL BENEFITS FOR DOMESTIC PARTNERS
AFFIDAVIT**

STATE OF _____)

: SS

COUNTY OF _____)

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

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 _____ day of _____ 20 ____.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

ATTACHMENT E - CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

ATTACHMENT F - NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

:

SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

Sworn and subscribed before me this

_____ day of _____, 20__.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

ATTACHMENT G - THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all Consultants doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City 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.

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 executing this affidavit, the undersigned Consultant verifies it compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned Consultant agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any Subconsultant(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, Consultant will secure from such Subconsultant(s) similar verification of compliance with Florida Statute § 448.095, by requiring the Subconsultant(s) to provide an affidavit attesting that the Subconsultant does not employ, or subcontract with, an unauthorized alien. Consultant further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Consultant shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

Date

(Signature of Authorized Representative)

State of _____,

County of _____,

Personally Appeared Before Me, the undersigned authority, _____ who, ☐
being personally known or having produced his/her signature in the space provided
above on this _____ day of _____, _____ 20____.

Signature, Notary Public

Commission Expires

Stamp/Seal:

ATTACHMENT H - AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT

FOR LABOR OR SERVICES

Entity/Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative: _____
(Name and Title)

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: _____, who is
authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name: _____

Title: _____

**ATTACHMENT I - VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By:

Print Name

Print Title

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

_____.

ATTACHMENT J - CONFLICT OF INTREST STATEMENT

Respondent shall disclose any actual or potential conflict of interest known to Respondent under Chapter 112, Part III, Florida Statutes, and any material relationship between Respondent and any current City officer, employee, elected official, appointed official, or evaluation committee member that could reasonably be perceived as affecting impartiality. If none, state "None."

Disclosure:

The undersigned certifies under penalty of perjury that the foregoing disclosure is true, complete, and current as of the date signed and that Respondent will supplement this disclosure promptly if circumstances change.

Respondent: _____

By: _____

Printed Name / Title: _____

Date: _____

**ATTACHMENT K - ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A.
STANDARDS**

TO: City of Key West

Consultant's Name: _____, Hereby acknowledges and agrees that they have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the City, its officers, employees, and consultants against any and all legal liability or loss the City, its officers, Agents, employees, and consultants may incur due to failure to comply with such act.

ATTEST

ATTEST

Consultant's Name

By: _____

Title: _____

Date: _____

**ATTACHMENT L –
COPY OF STATE OF FLORIDA CORPORATE FILINGS;
OR
ARTICLES OF INCORPORATION
AS REQUIRED;
THE SECRETARY OF STATE, FLORIDA
CITY OF KEY WEST BUSINESS TAX RECEIPT**

ATTACHMENT M – COPY OF DRAFT CONTRACT DOCUMENTS

**ATTACHMENT N – ACKNOWLEDGEMENT OF CONFORMANCE WITH FEMA/NIMS
STANDARDS**

TO: City of Key West

Consultant's Name: _____, Hereby acknowledges and agrees that We/I have the sole responsibility for compliance with all requirements of the Federal Emergency Management Agency and the National Incident Management System and all State regulations, and agree to indemnify and hold harmless the City, its officers, agents, employees, and consultants against any and all legal liability or loss the City, its officers, agents, employees, and consultants may incur due to the failure to comply with such Act.

ATTEST

ATTEST

Consultant's Name

By: _____

Title: _____

Date: _____

ATTACHMENT O – UNIT PRICE PROPOSAL FORM

Proposal costs are inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the CITY, personnel training and certification, TOMS management, services for security, safety, and associated actions necessary for implementation of debris management monitoring operations by the Consultant as defined in the Contract.

PROPOSAL FROM: _____

COMPANY: _____

ADDRESS: _____

PHONE/FAX: _____

To furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of: Monitoring of Debris Removal and Related Services, located at various locations within City of Key West, Florida.

To: City of Key West
ATTN: City Clerk
1300 White Street.
Key West, FL 33040

- 1.0 The undersigned Consultant proposes and agrees, if this Proposal is accepted, to enter into a Contract with City in substantially the form as the Contract included in the Proposal Documents to perform all Work and any Additional Services as specified or indicated in the Proposal Documents at the unit prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.
- 2.0 Consultant accepts all of the terms and conditions of the Invitation to Proposal and Instructions to Consultants, including without limitation those dealing with the disposition of Proposal security. The Proposal will remain subject to acceptance for 90 days after the Proposal opening, or for such longer period of time that Consultant may agree to in writing upon request of CITY.
- 3.0 In submitting this Proposal, Consultant represents, as set forth in the Contract, that:
 - 3.1 Consultant has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents. and the following Addenda, receipt of all, which is hereby acknowledged.

Addendum No.

Addendum Date:

-
-
-
-
- 3.2 Consultant has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work;
- 3.3 Consultant is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work;
- 3.4 Consultant has correlated the information known to Consultant, including location of the CITY in relation to any proposed final disposal sites, information and observations for CITY's Debris Separation/Reduction and Temporary Debris Management Sites obtained from visits to the Site, any reports and drawings identified in the Proposal Documents, and all additional examinations, investigations, and data provided with the Proposal Documents:
- 3.5 Consultant has given the CITY written notice of all conflicts, errors, ambiguities, or discrepancies that Consultant has discovered in the Proposal Documents, and the written resolution thereof by the CITY is acceptable to Consultant;
- 3.6 The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.
- 4.0 Consultant further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Consultant has not directly or indirectly induced or solicited any other Consultant to submit a false Proposal; Consultant has not solicited or induced any individual or entity to refrain from Proposal; and Consultant has not sought by collusion to obtain for itself any advantage over any other Consultant or over CITY.
- 5.0 Consultant acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Proposals, and final payment for all Unit Price Proposal items will be based on actual services provided, determined as provided in the Contract Documents.
- 6.0 Consultant acknowledges that all unit costs include any necessary insurance and bonds.

Table A – Unit Price Form Provided Below

Table A – Unit Price

Positions	Staffing Ratio	Hourly Rates	Estimated Hours	Extended Cost
Principal in Charge				
Project Manager				
Deputy / Operations Manager				
IT Specialist				
Project Coordinator				
Data Manager				
GIS Manager				
Field Supervisor				
Debris Site / Tower Monitors				
Collection Monitor				
Citizen Drop Off Monitor				
Data Entry Clerk/ Clerical				
Billing / Invoice Analysts				
Billing / Invoice Manager				
FEMA Coordinator / Specialist				
Public Information Support Manager				
Call Center Staff				
Total Estimated Cost				

Confirmation of Signature of Unit Price Proposal Information

Name of Consultant

Signature of Consultant

Title

7.0 Consultant's Information:

The Consultant states that they are an experienced Consultant, providing Debris Monitoring Service® and has completed similar Work within the last five years. This information has been provided on Contractor's Qualifications Statement Attachment P.

ATTACHMENT P – QUALIFICATIONS STATEMENTS FORM

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and answers contained herein.

1. Please describe your company in detail:

2. The address of the principal place of business is:

3. Company telephone number, FAX number, and Email addresses:

4. Number of employees:

5. Number of employees or Subcontractors to be assigned to this project (per event) and what capacity:

6. Company Identification numbers for the Internal Revenue Services:

7. Provide Occupational License Number (and County), if applicable, and expiration date:

8. How many years has your organization been in business? Does your organization have a specialty?

9. What is the last project of this nature or magnitude that you have completed? Please provide project description, references, and cost of work completed:

10. Have you ever failed to complete any work awarded to you? If so, where and why?

11. Please provide name, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have previously performed work. List of all disaster response contracts performed in the last five (5) years, including customer name, total contract value and weight (yards) removed. Use a separate tab is

necessary:

11.1:

Name: _____

Address: _____

Telephone Number: _____

11.2:

Name: _____

Address: _____

Telephone Number: _____

11.3:

Name: _____

Address: _____

Telephone Number: _____

12. List the following information concerning all contracts in progress as of the date of submission of this Proposal. (In event of co-venture, list the information for all co-ventures).

Name of Project	Owner	Value	Contract Completion Date	% of Completion to Date

13. Has the Contractor inspected the proposed project site and does the Contractors have a complete plan for performance of disaster response services?

14. Provide a list of all Subcontractor(s), the work to be performed and also a list of major materials suppliers for this project: *The forgoing list of Subcontractor(s) may not be amended after award of the contract without the prior written approval of the City Manager.*

15. What equipment do you own that is available for work, provided list in ATTACHMENT C.

16. What equipment will you purchase for the project/work?

17. What equipment will you rent for the proposed work?

18. State the name of your proposed Project Manager and give details of their qualifications and experience in managing similar work? (Separate sheet can be attached, if needed).

19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you will conduct business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who conduct business under the trade name).

19.1 The correct name of the Contractor is:

19.2 The business is a (Sole Proprietorship) (Partnership) (Corporation):

19.3 The name of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

SUBMITTED BY:

Contractor/Company Name: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

ATTACHMENT Q – TECHBICAL APPROACH / GENERAL OPERATIONS PLAN

A detailed description of how the Consultant would respond to a Hurricane or other event. In

the Plan, assume that A Category 2 Hurricane has made landfall on the City of Key West generating the amount of debris described below.

Vegetative Debris	146,000	Cubic Yards
Construction and Demolition Debris	48,000	Cubic Yards
Mixed Debris	6,000	Cubic Yards
White Goods	1,000	Units
Household Hazardous Waste	1,000	Pounds
Total Yards	20,000	

Consultant's Operations Plan should be very detailed describing:

- Meetings
- Timeline
- Equipment to be mobilized
- Manpower needed
- Monitoring of collections
- TMDS operations
- Demobilization
- Monitoring site remediation, if needed
- Close out

Consultant shall include a detailed Safety Plan. Documentation of training for each crewmember, must be submitted with Consultant's proposal and updated annually.

ATTACHMENT R – CONSULTANT'S MOST CURRENT FINANCIAL STATEMENT

**ATTACHMENT S – STATEMENT THAT CONSULTANT IS FAMILIAR WITH CITY'S
TDMS SITES**

SUMMARY OF LOCATIONS FOR TEMPORARY DEBRIS STORAGE AND REDUCTION
SITES

All Sites are +/- a acre.

Primary Sites (debris storage and reduction):

1. Truman Waterfront Property – Approximately 5 acres
2. 5701 College Road – Approximately 4 acres
3. Rockland Operations LLC. Rockland Key – 10 acres

Secondary Sites (debris storage only):

1. Trumbo Road Property – Approximately 2 acres
2. 918 Fort Street Parking Lot – Approximately .25 acres
3. 631 Green Street Parking Lot – Approximately .50 acres
4. 800 Caroline Street Parking Lot – Approximately 1 acres
5. Fire Station #2 – Approximately .75 acres
6. Indigenous Park – Approximately 1 acre
7. South Roosevelt Boulevard Bridle Path – Approximately 4 acres
8. 1809 Bertha Street – Approximately .50 acres
9. 1903 South Roosevelt Boulevard Parking Lot – Approximately 1 acres
10. Boog Powell Court Parking Lot – Approximately .50 acres
11. Wickers Fields Parking Lot – Approximately 1 acres

NOTE: Additional sites may be added or removed as necessary. The Contractor will receive no additional charges for any site within 15 miles of the City of Key West.

**ATTACHMENT T – DESCRIPTION OF AND SAMPLE OF CONSULTANT’S TICKETS
AND FORMS**

- **Sample Load ticket**
- **Sample Truck Capacity Certification Form**
- **Sample Force Labor Ticket**
- **Description and Print Screens of Consultants Ticket Tracking Data Base**

ATTACHMENT U – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Respondent, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Official

Name and Title

Date

END OF SECTION 4

EXHIBIT "A"
MINIMUM INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

1.0 GENERAL INSURANCE REQUIREMENTS:

1.01 During the Term of the Agreement, the Lobbyist shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.

1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

1.03 The City shall be specifically included as an additional insured on the Lobbyist's Liability policies, with the exception of the Lobbyist's Professional Liability policies (if required), and shall also provide the "Severability of Interest" provision (also known as the "Separation of Insureds" provision). The City's additional insured status should be extended to all Completed Operations coverages.

1.04 The Lobbyist shall deliver to the City, prior to commencing work or activities under the Agreement, properly executed Certificate(s) of Insurance setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(ies) shown on the Certificate(s). In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City in a timely manner, if requested.

1.05 If the Lobbyist fails to provide or maintain the insurance coverage required under this Agreement and refuses or neglects to deliver the required Certificate(s) of Insurance to the City, the City may, at its sole discretion, terminate or suspend the Agreement and seize the amount of the Lobbyist's performance bond, letter of credit, or other acceptable security.

1.06 The Lobbyist shall take immediate steps to restore any impaired Aggregate Policy Limit upon notification. Upon request, the Lobbyist shall authorize and provide a written statement from the insurance company confirming the status of such limits.

1.07 The Lobbyist authorizes the City and/or its insurance consultant to verify all information provided with respect to compliance with bond and insurance requirements, directly with the Lobbyist's insurance agents, brokers, surety, or carriers.

1.08 All insurance coverage of the Lobbyist shall be primary to any insurance or self-insurance carried by the City. The City's insurance shall not contribute to the Lobbyist's required coverage.

1.09 Acceptance of any Certificate of Insurance by the City does not constitute approval or agreement that the insurance requirements have been met or that the policies are compliant.

1.10 No work or activity may begin or continue under this Agreement unless and until the required Certificate(s) of Insurance are in effect and a written Notice to Proceed is issued by the City.

1.11 The insurance coverage and limits required are minimum requirements only. The Lobbyist is solely responsible for assessing its risks and securing sufficient insurance to cover those risks.

1.12 During the Term of this Agreement, the City and its agents may continue to engage in necessary business activities. Any City property used in connection with these activities shall not be considered to be in the Lobbyist's care, custody, or control.

1.13 If any insurance required under this Agreement includes a deductible, self-insured retention, or any alternative to full coverage, the Lobbyist shall be fully responsible for that amount.

1.14 All required insurance coverages must be legally issued and endorsed, as necessary, to comply with the provisions of this Agreement.

1.15 All insurance policies must require that the insurer give the City at least thirty (30) days' advance written notice of cancellation, intent not to renew, or reduction in coverage.

1.16 Renewal Certificate(s) of Insurance shall be submitted to the City no less than twenty (20) days prior to expiration of current coverage.

1.17 If the Lobbyist utilizes Consultants or Subconsultants, those entities must maintain insurance coverage equal to that required of the Lobbyist. The Lobbyist shall obtain Certificates of Insurance from all Consultants and Subconsultants and shall be held directly responsible for ensuring compliance.

2.0 SPECIFIC INSURANCE COVERAGES AND LIMITS

2.01 All requirements listed in this section must be fully met unless excused in writing by the City.

2.02 All insurance coverage must meet the following minimum limits. Policies must follow current ISO or NCCI standards or broader. All policy wording and endorsements must be acceptable to the City.

A. Workers' Compensation and Employers' Liability Insurance

- **Workers' Compensation:** Florida Statutory Requirements
- **Employer's Liability:**
 - \$100,000 – Each Accident
 - \$500,000 – Disease Aggregate
 - \$100,000 – Disease Each Employee

Note: If the Lobbyist has fewer than four (4) employees and has opted out of this coverage as permitted by Florida law, the Lobbyist must submit a formal statement on company letterhead confirming this exemption. This does not apply to construction firms.

B. Commercial General Liability Insurance

- **Coverage must include:** Premises & Operations, Personal Injury, Contractual, Independent Consultants, Products & Completed Operations
- **Limits:**
 - \$1,000,000 – Combined Single Limit per Occurrence and Aggregate

Completed Operations coverage must remain in force for four (4) years after contract expiration. Umbrella or Excess policies may be used to meet this requirement if they offer coverage equal to or better than the primary policy.

C. Business Automobile Liability Insurance

Coverage for owned, non-owned, leased, and hired vehicles.

- **Limits:**
 - \$1,000,000 – Bodily Injury & Property Damage Combined Single Limit per Accident

If the Lobbyist owns no vehicles, this requirement may be met by including "Non-Owned and Hired Auto" coverage under the General Liability policy.

D. Professional Liability Insurance (Errors & Omissions)

Covers damages resulting from performance of professional services.

- **Minimum Limits:**
 - \$1,000,000 – Per Occurrence

- \$2,000,000 – Annual Aggregate

If the policy is "Claims-Made", it must include a Retroactive Date no later than the start of the Agreement and a four (4) year Extended Reporting Period following termination.

EXHIBIT "B"

Federal Emergency Management Agency (FEMA) Requirements

The terms and conditions contained in attached Exhibit "B", FEMA requirements, are incorporated herein for those inspections required for city projects generated by damages resulting from storms or other calamities resulting in a declaration of emergency by the governor of the State of Florida.

(Applicable when Federal Funds are used for compensation)

Federal Contract Provisions for Non-Federal Entities:

- a) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c) **Equal Employment Opportunity:** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- d) **Davis-Bacon Act:** as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Consultants must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Consultants must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Consultants and Subconsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Consultant or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e) **Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)):** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic

must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- f) **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):** as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h) **Debarment and Suspension:** (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).
- i) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):**—Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- j) **Access to Records -** “The Consultant agrees to provide The City of Key west, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- k) **DHS SEAL, Logo, and Flags -** The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Consultant shall include this provision in any subcontracts.
- l) **Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding -** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- m) **No Obligation by Federal Government -** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

- n) **Program Fraud and False or Fraudulent Statements or Related Acts** - The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.
- o) **Affirmative Socioeconomic Steps** - "If subcontracts are to be let, the prime Consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- p) **Copyright and Data Rights** - The Consultant grants to the City of Key West, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the City of Key West or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant will deliver to the City of Key West data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Key West.

FEMA CONTRACT PROVISIONS TEMPLATE

Draft Agreement – Consultants are not required to fill out this agreement until provided a Notice of Award (NOA).

AGREEMENT

between

CITY OF KEY WEST

and

For

MONITORING DEBRIS REMOVAL AND RELATED SERVICES

KEY WEST, FLORIDA

This Agreement, is made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose address is 1300 White Street, Key West, Florida 33040, hereinafter referred to as the "City" and _____ authorized to transact business in the State of Florida, whose address is _____, hereinafter 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 9.1.

Article 1 – Scope of Services

Consultant shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the monitoring of debris removal and related services as requested by the City in the event of a natural or man-made disaster. The City engages Consultant to perform those services described in the City's Request for Proposal #26-XXX and Consultant's response to the said Request for Proposal, a copy of which is attached hereto.

These contracted services shall include all items listed below and provide for the cost. Effective and efficient monitoring of debris removal and related services as requested by the City in the event of a natural or man-made disaster in accordance with FEMA requirements. Contracted services will only be performed when requested and as designated by the City Manager (or his/her designee) by approved Work Authorization issued in writing by the City.

The City reserves the right to assign work to various Consultants, at its sole discretion. The City also reserves the right to approve all Subconsultants hired by the Consultant and/or to require the Consultant to dismiss a Subconsultant upon request.

1.1 Staff Mobilization:

When a potential disaster threatens the City, the Consultant will mobilize 24 to 72 hours in advance with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc..) in order to participate in the "response" phase of the disaster event. A "Mobilization Task Order" in a form substantially Similar to Figure 1, attached hereto below, will be forwarded to the debris monitoring firm, acknowledging the City's request for services. Additional Consultant staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is considered to be the responsibility of the Consultant.

1.2 Field Documentation of Work:

Consultant shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Consultant will work closely with the City and with FEMA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Consultant shall communicate with FEMA to ensure documentation supports project reimbursement. Consultant will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

1.3 Collection Monitoring of Right-of-Way and Public Property Debris:

Consultant will provide collection monitoring with each of the Consultant's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or Global Positioning System (GPS) coordinates will be recorded on each load ticket. The Consultant will initiate a multi-party ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the temporary debris storage and reduction site (TDSRS) or disposal site with the truck driver for road rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning, and structure demolition. Consultant will provide similar services if debris removal from private property/right of entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA, Local and State requirements and in coordination with the City.

1.4 Training:

Consultant will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Consultant will be required to perform adequate training for locally hired staff at no expense to the City. All the Consultant's employees must be able to effectively communicate to a level appropriate to their responsibilities.

1.5 Spot Checks and Auditing of Monitors:

Consultant will provide roving monitoring, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation and working effectively with the debris removal Consultant.

1.6 Project Mapping:

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the City's information, and FEMA documentation. Consultant will assist the City in public communication and will document and relay any citizen complaints for action by the Consultant or the City.

1.7 Truck Certification:

Consultant will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each TDSRS/disposal facilities for quality control. Certifications should also include a methodology to discourage collection Consultants from modifying their vehicles after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after the initial certification shall be performed.

1.8 Quality Control / Quality Assurance, Safety Manager:

A QA/QC program should be implemented by the Consultant to minimize errors in debris monitoring tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

1.9 TDSR / Disposal Site:

Consultant will provide trained monitors at TDSR and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from TDSR sites through final disposal, if applicable.

1.10 Data Management:

Consultant will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the City, FEMA, and the Consultant's GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, staff will work with the Consultant to reconcile invoices, and review debris removal invoices for recommendation for payment by the City. Furthermore, the Consultant will organize field information for FEMA documentation including photographs and/or

GPS coordinates. Consultant will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

1.11 Public Information Support:

Consultant may be asked to assist the City in regard to public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a “debris hotline” to respond to public complaints and concerns or establishing a website. This also may include assistance with press releases, public notices, and other public information functions. All functions will be performed in a manner to maximize federal and state requirements.

1.12 Funding Support:

The Consultant shall assist the City in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the City to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the City and FEMA personnel with Project Worksheets, Versions, etc. Consultant shall be prepared to assist City with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Consultant shall be prepared to assist the City, if requested, in tracking progress of Project Worksheet and providing quick response to any issue that may arise that could slow funding. Consultant shall be prepared to assist City in finding additional funding reimbursement sources related to disaster mitigation.

1.13 Recovery Services:

Consultant will conduct field implementation and utilize FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management.
- ROW and private property vegetative / C & D hazard removal monitoring.
- ROW and private property demolition coordination and monitoring of marine debris removal.
- Beach sand sifting / Cleaning

1.14 Other Related Services:

Services not specifically identified in this request but necessary to ensure the complete performance of debris removal operations and the proper documentation and administration of the project.

1.15 Pre-Storm Coordination:

Consultants will be prepared to meet with the City once prior to June 1 of each year to coordinate services for the upcoming storm season. Additionally, Consultant shall meet with the City immediately prior to a credible disaster threat. These meeting shall occur at no cost to the City and are meant to facilitate increased coordination of efforts, to discuss the City's expectations of the consultant, and to fast-track recovery activities when a disaster strikes.

1.16 Safety Meetings and Monitoring Updates:

Safety of monitoring staff is of paramount importance. Consultant will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

1.17 Coordination Meetings with Consultant(s):

Consultant will initiate a coordination meeting with debris removal Consultant to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and debris removal Consultant communicate with each other to ensure a successful project.

1.18 Consultant Damages:

The Consultant may be asked to develop a database application to track and help the City manage damages caused by debris removal Consultants during the debris clearing/removal process damages.

1.19 Status Report:

Consultant will provide detailed daily or weekly status reports to the City as requested for use and informational purposes. Relevant project statistics and cumulative statistics will be shown in a straightforward manner to officials to provide information to the media or to their constituents.

1.20 City of Key West Debris Removal – Mobilization Task Order

SAMPLE

Time:	Date:
Incident/Event:	

City Declaration Order:	
Florida Declaration Order No.:	
Presidential Declaration Order No.:	
FEMA Incident/Event No.:	
Consultant (Name of Consultant):	
Project Manager (Name of Project Manager):	
Consultant's Estimated Time of Arrival:	Number of Crews:
1 st Push Priority Locations:	
Roads (Attach Map/ GPS / GIS):	
Forecast Amount of Debris (Use Appropriate USAGE Model): <ul style="list-style-type: none"> • Tornado / Hurricane: • Flood Debris: • C&O: • Vegetative: • HHW 	

Article 2 – Compensation

The Consultant will be compensated for work completed by the Consultant in accordance with the Fee Schedule attached hereto. The Consultant will submit proof of work in the form of force labor tickets and/or hourly time and materials tickets. The Consultant will provide the City with Daily reports. The Consultant will submit to the City a weekly summary report and invoice for services rendered.

Article 3 – Invoicing and Payment

Monthly invoices will be issued by the Consultant for all work performed during the preceding month 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 – Performance Standards

The Consultant agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable by the City. Service equipment and workmanship not conforming to the intent of the agreement or meeting the approval of the City

may be rejected. Replacements and/or re-work, as required, will be accomplished on a timely basis at no additional cost to the City.

Article 5 – Standards of Performance

5.1 Consultant Representative and General Operations Plan:

The Consultant shall have knowledgeable and responsible representative report to the City and provide a copy of the final Consultant's General Operations Plan within ten (10) days following the execution of the agreement. The City will approve the General Operations Plan prior to its implementation within the City. The Consultant's Representative shall have authority to implement all actions required to begin the performance of the contracted services as set forth in this agreement and further provided within the Consultant's General Operations Plan.

5.2 Mobilization

When a Notice to Proceed (NTP) in advance of an event has been received by the Consultant, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 24 hours and 100% of the required resources within 48 hours to commence and conduct these contracted services. It is the City's discretion to require pre-event staging at a location designated by the City. The City may take such other actions as necessary to address the failure of the consultant to mobilize resources on the schedule required by the city.

Article 6 – General Responsibilities

6.1 Other Agreements:

The City may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Consultant shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. The City will provide the Consultant with a copy of any applicable agreement.

6.2 The City Obligation:

The City shall furnish all information and documents necessary for the commencement of contracted services, including a written Mobilization Task Order.

6.3 Consultant's Conduct of Work:

The Consultant shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Consultant's personnel and Subconsultants shall be demonstrate and maintain a courteous and responsible demeanor toward all people.

6.4 Supervision by Consultant:

The Consultant will supervise and/or direct all contracted services performed by its employees, agents and Subconsultants. The Consultant is solely responsible for all means, methods, techniques, safety and other procedures. The Consultant will employ and maintain qualified Consultant Representative as a project manager at the work site(s) who shall have full authority to act on behalf of the Consultant. All communications given to the Consultant's Representative by the City shall be as binding as if given to the Consultant.

6.5 Self Sufficiency of Consultant and Subconsultants:

The Consultant shall ensure that its work force, including Subconsultants, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

6.6 Damages by Consultant:

The Consultant shall be responsible for conducting all operations, whether contemplated by the Contract or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The Consultant shall also be responsible for any damages due to negligence on the part of the Consultant, the City may either bill the consultant for the damages, withhold funds due to the Consultant, or the Consultant may also repair all damages to the satisfaction of the City. The determination of whether "negligence" has occurred shall be made by the City in its sole discretion.

6.7 Consultant's Duty Regarding Other Consultant(s)

The Consultant acknowledges the presence of other Consultants involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

Article 7 – General Terms and Conditions

7.1 Equipment:

The Consultant shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working conditions. Should operation of equipment be required outside of the public ROW, the Consultant will ensure that a Right-of-Entry has been obtained prior to property entry.

7.2 Workdays/Hours:

Workdays and/or work hours shall be as directed by the City following consultation and notification to Consultant/ Working hours on holidays shall be at the discretion of the City.

7.3 Utilizing Local Resources:

Consultant shall, to every extent possible, give priority to utilizing labor and other resources originating within Monroe County.

7.4 Work Safety:

Consultant shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended from time to time. The Consultant will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. Consultant shall ensure that its Subconsultants/Subconsultants contain an equivalent safety provision.

7.5 Corrective Actions Required of Consultant:

When instructed by the City's Representative, the Consultant will immediately implement corrective actions to address health and safety issues and/or any other in its sole discretion and notify the City within 24 hours.

7.6 Agencies:

The term "government" as used in the agreement refers to those governmental agencies which may have a regulatory or funding interest in this Contract.

Article 8 – Reports, Certifications and Documentation

8.1 Reports:

The Consultant shall submit periodic, written reports in a format required by the City documenting the progress of Consultant's activities.

8.1.1 Data Reconciliation:

Reconciliation of data will be accomplished weekly between the Consultant and the City's Representative. All discrepancies will be resolved within five (5) days.

8.1.2 Online Data Storage/Access:

Throughout debris removal operations, Consultant will maintain an ongoing updated online secured internet database accessible by the City that solves data detailing Consultant's activities. These online databases will remain available for five (5) years following project closeout.

8.1.3 Final Project Closeout:

Upon final inspection and/or project closeout by the City, the Consultant shall prepare and submit a detailed accounting of all Consultant and/or Consultant activities in an electronic spreadsheet format, including all costs invoiced to the City.

The Consultant shall also provide, upon request by the City and/or no later than project closeout, a release of liens demonstrating that all Subconsultants have been fully paid.

The Consultant shall furnish any additional documentation as necessary to adequately support and document contract operations for the City and any applicable governmental requirements. Final project reconciliation shall be subject to review and approval by the City.

8.2 Certifications:

The Consultant will adhere to the process for certification of personnel and vehicles established by the Federal Emergency Management Agency, to include the following:

8.1.2 Certification of Vehicles and Load Capacity:

- a) Consultant shall ensure that all equipment is certified in accordance with most current federal procedures.
- b) After a disaster, the City, or its designated representative, will begin the equipment certification at a pre-designated site, or at a staging areas established by the City.
- c) All Consultant and Subconsultants trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, traps, etc., as well as all applicable motor vehicle safety requirements. Drivers must possess valid licenses.

8.2.2 Certification of Personnel

The Consultant will certify to the City that all Consultant and Subconsultant personnel have received required and adequate training in relevant operations. Upon request of the City, the Consultant will provide documentation certifying the adequacy of the training,

experience and capabilities of all Consultants and Subconsultants personnel, to include but not limited to the following:

- a) Senior management personnel of the Consultant assigned to implement work authorizations pursuant to the Contract will participate, upon request, in training and briefing sessions held by the representatives of Monroe County and/or the City.
- b) Senior, supervisory personnel of the consultant and all subcontract thereto will have received training in monitoring of debris removal, the operational concepts established by the Monroe County Countywide Debris Management Plan, and the implementation of the National Incident Management System.
- c) Personnel assigned by the Consultant as responsible for data management, invoicing and other documentation duties will be trained in data management concepts and approaches to be used by the City.
- d) Vehicle and equipment operators will be fully licensed and certified and insured, as required by applicable local, State and Federal statutes and regulations.
- e) Upon their deployment for field operations, all Consultant and Subconsultants personnel will be briefed or trained appropriately in their duties, responsibilities, and procedures to be utilized throughout the monitoring of debris removal process, including safety procedures and accident reporting procedures.

8.3 Additional Supporting Documentation:

Consultant shall submit sufficient reports and/or documentation for any other services provided by the Consultant as may be required by the city and/or other governmental entities to support requests for debris project reimbursement from external funding sources.

8.4 Report Maintenance:

The Consultant will be subject to audit by federal, state and local agencies pursuant to the Contract. The Consultant will maintain all reports, records, debris reporting tickets and Contract correspondence for a period of not less than five (5) years in accordance with applicable state statutes.

Article 9 – General Legal Provisions:

9.1 Agreement Period:

The term of this Agreement shall be five (5) years, commencing on the effective date. The Agreement shall become effective upon execution by both parties.

9.2 Termination:

This agreement may be terminated at any time, with or without cause, by the City upon thirty (30) days written notice to the Consultant. No further work will be performed by the Consultant upon receipt of this notice unless specifically authorized by the Director of Utilities of the City of Key West. Upon termination, the Consultant will be paid for all authorized services performed up to the termination date plus, if terminated or convenience of the City, reasonable expenses incurred during the closeout of the Agreement. The City will not pay for anticipatory profits.

9.3 Suspension, Delay, or Interruption:

The City may suspend, delay, or interrupt the Consultant's services at its convenience. In the event of such suspension, delay, or interruption, or due to any act or omission of the City or its Subconsultants, the City shall compensate the Consultant for all services performed up to the date of such action.

In the event that project delays occur for any reason, both parties agree to take reasonable measures to mitigate the impacts of such delays.

9.4 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 services.

9.5 Indemnification:

To the fullest extent permitted by law, the Consultant expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees-) from liabilities, damages. losses and costs, including but not limited to, 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, to the extent caused negligence, recklessness, or intentional wrongful misconduct of the Consultant, its Subconsultants or persons employed or utilized by them in the performance of the Contract. Claim by indemnitees for indemnification shall be limited to the amount of Consultant's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the

amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, Or benefits payable by or for the Consultant under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Consultant or of any third party to whom Consultant may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

9.6 Insurance/Evidence of Insurability:

1.0 GENERAL INSURANCE REQUIREMENTS:

1.01 During the Term of the Agreement, the Lobbyist shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.

1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

1.03 The City shall be specifically included as an additional insured on the Lobbyist's Liability policies, with the exception of the Lobbyist's Professional Liability policies (if required), and shall also provide the "Severability of Interest" provision (also known as the "Separation of Insureds" provision). The City's additional insured status should be extended to all Completed Operations coverages.

1.04 The Lobbyist shall deliver to the City, prior to commencing work or activities under the Agreement, properly executed Certificate(s) of Insurance setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(ies) shown on the Certificate(s). In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City in a timely manner, if requested.

1.05 If the Lobbyist fails to provide or maintain the insurance coverage required under this Agreement and refuses or neglects to deliver the required Certificate(s) of Insurance to the City, the City may, at its sole discretion, terminate or suspend the Agreement and seize the amount of the Lobbyist's performance bond, letter of credit, or other acceptable security.

1.06 The Lobbyist shall take immediate steps to restore any impaired Aggregate Policy Limit upon notification. Upon request, the Lobbyist shall authorize and provide a written statement from the insurance company confirming the status of such limits.

1.07 The Lobbyist authorizes the City and/or its insurance consultant to verify all information provided with respect to compliance with bond and insurance requirements, directly with the Lobbyist's insurance agents, brokers, surety, or carriers.

1.08 All insurance coverage of the Lobbyist shall be primary to any insurance or self-insurance carried by the City. The City's insurance shall not contribute to the Lobbyist's required coverage.

1.09 Acceptance of any Certificate of Insurance by the City does not constitute approval or agreement that the insurance requirements have been met or that the policies are compliant.

1.10 No work or activity may begin or continue under this Agreement unless and until the required Certificate(s) of Insurance are in effect and a written Notice to Proceed is issued by the City.

1.11 The insurance coverage and limits required are minimum requirements only. The Lobbyist is solely responsible for assessing its risks and securing sufficient insurance to cover those risks.

1.12 During the Term of this Agreement, the City and its agents may continue to engage in necessary business activities. Any City property used in connection with these activities shall not be considered to be in the Lobbyist's care, custody, or control.

1.13 If any insurance required under this Agreement includes a deductible, self-insured retention, or any alternative to full coverage, the Lobbyist shall be fully responsible for that amount.

1.14 All required insurance coverages must be legally issued and endorsed, as necessary, to comply with the provisions of this Agreement.

1.15 All insurance policies must require that the insurer give the City at least thirty (30) days' advance written notice of cancellation, intent not to renew, or reduction in coverage.

1.16 Renewal Certificate(s) of Insurance shall be submitted to the City no less than twenty (20) days prior to expiration of current coverage.

1.17 If the Lobbyist utilizes Consultants or Subconsultants, those entities must maintain insurance coverage equal to that required of the Lobbyist. The Lobbyist shall obtain Certificates of Insurance from all Consultants and Subconsultants and shall be held directly responsible for ensuring compliance.

2.0 SPECIFIC INSURANCE COVERAGES AND LIMITS

2.01 All requirements listed in this section must be fully met unless excused in writing by the City.

2.02 All insurance coverage must meet the following minimum limits. Policies must follow current ISO or NCCI standards or broader. All policy wording and endorsements must be acceptable to the City.

A. Workers' Compensation and Employers' Liability Insurance

- **Workers' Compensation:** Florida Statutory Requirements
- **Employer's Liability:**
 - \$100,000 – Each Accident
 - \$500,000 – Disease Aggregate
 - \$100,000 – Disease Each Employee

Note: If the Lobbyist has fewer than four (4) employees and has opted out of this coverage as permitted by Florida law, the Lobbyist must submit a formal statement on company letterhead confirming this exemption. This does not apply to construction firms.

B. Commercial General Liability Insurance

- **Coverage must include:** Premises & Operations, Personal Injury, Contractual, Independent Consultants, Products & Completed Operations
- **Limits:**
 - \$1,000,000 – Combined Single Limit per Occurrence and Aggregate

Completed Operations coverage must remain in force for four (4) years after contract expiration. Umbrella or Excess policies may be used to meet this requirement if they offer coverage equal to or better than the primary policy.

C. Business Automobile Liability Insurance

Coverage for owned, non-owned, leased, and hired vehicles.

- **Limits:**
 - \$1,000,000 – Bodily Injury & Property Damage Combined Single Limit per Accident

If the Lobbyist owns no vehicles, this requirement may be met by including "Non-Owned and Hired Auto" coverage under the General Liability policy.

D. Professional Liability Insurance (Errors & Omissions)

Covers damages resulting from performance of professional services.

- **Minimum Limits:**
 - \$1,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate

If the policy is "Claims-Made", it must include a Retroactive Date no later than the start of the Agreement and a four (4) year Extended Reporting Period following termination.

9.12 Assignment:

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.

9.13 Jurisdiction:

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.

9.14 Severability and Survival:

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.

9.15 Dispute Resolution:

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

9.16 E-Verify:

Consultant shall comply with the requirements of section 448.095, Florida Statutes, including registering with and using the E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall require each subcontractor performing work under this Agreement to register with and use the E-Verify system and shall obtain and maintain any subcontractor affidavit required by section 448.095, Florida Statutes, and provide such documentation to the City upon request. A material failure by Consultant or its subcontractors to comply with the requirements of this section shall constitute a material breach of this Agreement and may result in termination as provided by law.

9.17 Public Entity Crimes; Scrutinized Companies:

To the extent this Agreement would grant Consultant access to an individual's personal identifying information, Contractor shall comply with section 287.138, Florida Statutes. As a condition precedent to execution of this Agreement, and to any extension or renewal if required by

law, Contractor shall provide the City with an affidavit signed by an officer or authorized representative, under penalty of perjury, attesting that Consultant does not meet any of the criteria set forth in section 287.138(2), Florida Statutes. A material breach of this section shall entitle the City to exercise any remedy available at law or under the Agreement.

9.18 Public Entity Crimes; Scrutinized Companies:

To the extent this Agreement would grant Consultant access to an individual's personal identifying information, Consultant shall comply with section 287.138, Florida Statutes. As a condition precedent to execution of this Agreement, and to any extension or renewal if required by law, Consultant shall provide the City with an affidavit signed by an officer or authorized representative, under penalty of perjury, attesting that Consultant does not meet any of the criteria set forth in section 287.138(2), Florida Statutes. A material breach of this section shall entitle the City to exercise any remedy available at law or under the Agreement.

Article 10 – Federal Contract Clauses

10.1 Access to Records:

The Consultant agrees to provide the City, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Consultant agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10.2 Affirmative Socioeconomic Steps:

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime Consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

10.3 Changes:

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

10.4 DHS Seal, Logo, and Flags:

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The Consultant shall include this provision in any subcontracts.

10.5 Domestic Preference for Procurements 200.322:

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.6 License and Delivery of Works Subject to Copyright and Data Rights:

The Consultant grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music,

choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

10.7 No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

10.8 Prohibition on Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Consultant and its Subconsultants may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit Consultants from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Consultant is notified of such by a Subconsultant at any tier or by any other source, the Consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered

telecommunications equipment or services.

(e) Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

10.9 Program Fraud and False or Fraudulent Statements or Related Acts:

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

10.10 Rights to Inventions Made Under a Contract or Agreement:

Exempt from FEMA Public Assistance Funding.

10.11 Suspension and Debarment:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.12 Procurement of Recovered Materials (§200.323) (Over \$10,000):

In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10.13 Termination for Cause and Convenience (over \$10,000):

See Standard Purchase Order and/or Contract Terms and Conditions

10.14 Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000):

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

Consultants must sign and submit a certification to the City with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

10.15 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000):

Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No Consultant or Subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any Subconsultant responsible

therefor shall be liable for the unpaid wages. In addition, such Consultant and Subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or Subconsultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or Subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or Subconsultant shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the Subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any Subconsultant or lower tier Subconsultant with the clauses set forth in paragraphs (1) through (4) of this section.”

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

“Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The Consultant or Subconsultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Consultant or Subconsultant for inspection, copying, or transcription by authorized representatives of the

Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Consultant or Subconsultant will permit such representatives to interview employees during working hours on the job.

10.16 Clean Air Act (over \$150,000):

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10.17 Federal Water Pollution Control Act (over \$150,000):

The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10.18 Administrative, Contractual, or Legal Remedies (over \$250,000):

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the Consultant, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

10.19 CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

regulations, and orders.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

10.20 Davis Bacon Act:

Exempt under FEMA Public Assistance Funding

10.21 Copeland Anti-Kickback Act:

Exempt under FEMA Public Assistance Funding

10.22 Applicable Laws:

The City and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The City shall include this provision in all contracts issued.

10.23 Data Collection:

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: Project Monitoring (floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring Consultant to the Florida Department of Environmental Protection/City/permittee/engineering consultant. The City's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the City's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

10.24 Equal Employment Opportunity:

No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

10.25 Inspector General Cooperation:

The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

10.26 Lobbying:

No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

10.27 Local Preference:

Pursuant to Section 255.0991, F.S. local vendor preference is not applicable.

10.28 Physical Access and Inspection:

Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- (i) The City shall provide access to any location or facility on which City is performing work, or storing or staging equipment, materials or documents.
- (ii) The City shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- (iii) The City shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

10.29 Record Retention:

The Consultant shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the City, the State, or its authorized representatives access to such records for audit purposes upon request.

10.30 Statutory Notices Relating to Unauthorized Employment:

The City shall consider the employment by any Consultant of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Consultant knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

10.31 Statutory Notices Relating to Subcontracts:

Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- (i) **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply 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, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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 36 months following the date of being placed on the convicted vendor list.
- (ii) **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply 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, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, Subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity.

- (iii) **Notification.** The Grantee shall notify Department if it or any of its suppliers, Subconsultants, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

10.32 NO FEDERAL OBLIGATION

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities arising from it.

10.33 FLOW-DOWN REQUIREMENT (CRITICAL ADDITION)

The Consultant shall include all applicable FEMA-required provisions in any subcontracts and shall be responsible for compliance by all Subconsultants.

10.34 Task Order FEMA-Compliance

All applicable federal contract provisions required by 2 CFR Part 200, Appendix II, as set forth in Article 10 – Federal Contract Clauses, are hereby incorporated into each City-approved Task Order and shall be deemed fully included in, and binding upon, each such Task Order as if set forth therein in their entirety.

Article 11 – Schedules, and Signatures

This Agreement, including its Schedules, constitutes the entire agreement, supersedes all prior written or oral understanding, and may only be changed by a written amendment executed by both parties

Article 12 - Exhibits

The following Exhibits are attached to and made part of this Contract:

“Exhibit A” – “Proposal as Submitted by the Respondent and Accepted by City; Price Proposal From, Insurance and Indemnification”

“Exhibit B” – “Original Request for Proposal as Issued by City, including all Addenda”

“Exhibit C” – FEMA Contract Provision Template

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF KEY WEST, FLORIDA:

KERI O’BRIEN, CITY CLERK

_____ day of _____, 20_____

BRIAN BAROSSO, CITY MANAGER

_____ day of _____, 20_____

WITNESSES:

CONSULTANT

(Signature)

(Signature)

(Signature)

(Signature)

(Printed Name and Title)

_____ day of _____, 20_____

Approved as to Form and Correctness:

CITY ATTORNEY