

CITY OF KEY WEST



REQUEST FOR PROPOSALS

RFP # 26-004

FOR

General Services for Manhole & Concrete
Rehabilitation

Due Date: March 11, 2026

Mayor: Danise Henriquez

City Manager: Brian Barroso

Commissioners:

Monica Haskell; District 1

Donald "Donie" Lee; District 3

Gregory Veliz; District 5

Samuel Kaufman; District 2

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 26-004

Title: General Services for Manhole & Concrete Rehabilitation

Description: The City of Key West is requesting proposals from experienced and qualified Contractors to provide manhole and concrete rehabilitation general services for project identified via City approved Task Orders.

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

Issue Date: February 19, 2026

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

Clarification Submittal Deadline: February 27, 2026, 3 P.M. LOCAL TIME

Clarification Response Deadline: March 4, 2026, 3 P.M. LOCAL TIME

Responses Deadline Date: March 11, 2026, 3 P.M. LOCAL TIME

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City of Key West

Request for Proposals

General Services for Manhole & Concrete Rehabilitation

RFP No. 26-004

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 March 11, 2026**. The submittals shall be clearly marked "**RFP No. 26-004 – General Services for Manhole & Concrete Rehabilitation**". **All submittals shall be publicly opened and recorded on March 11, 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. 26-004 General Services for Manhole & Concrete Rehabilitation addressed and delivered to the City Clerk at the address noted above.

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 proposal notification services to interested Contractors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Key West reserves the right to accept any proposal deemed to be in the best interest of the City or to waive any irregularity in any submittal. The City may reject any or all proposals and re-advertise.

PROJECT OVERVIEW

The City of Key West is soliciting proposals from qualified and experienced Contractors for ongoing General Services Concrete Repair Contract to provide all materials, labor, equipment, and incidentals required to perform interior manhole repair, lining and coating, and exterior vertical and overhead concrete spalling repairs.

Manhole Repair / Linings and Coatings- Install a 100% solids monolithic coating to all interior surfaces of manholes or lift stations. Inverts shall be included after being isolated from flow and dried. Surface preparation shall be performed before the application of any injection grouts, cementitious mortars, primers, or coatings.

Concrete Spalling Repair – Repair Spalling Concrete at City owned buildings and facilities including the Richard A. Heyman Wastewater Treatment Plant (WWTP). Repairs are intended to restore structural integrity, prevent further deterioration, and extend useful life of buildings while maintaining safe conditions for staff and visitors.

Base Access – Task Orders issued for work at the WWTP will require Contractors’ employees to obtain base access pass(es). Employees requiring access must pass federal background screening. Persons with a felony record will not be permitted access onto the base. See Section 2, paragraph 2.17 for detailed access instructions and requirements.

The selected Contractor(s) will be responsible for furnishing timely, professional, and high-quality services in accordance with industry standards, applicable codes, and City specifications.

The City will review and evaluate all proposals submitted in response to this RFP to establish a ranking of Contractors. The highest-ranked Contractor will be invited to enter contract negotiations. As necessary, the City may assign additional specific projects to the selected Contractor. The selected company must demonstrate relevant experience and capabilities, with personnel who possess the education, training, and experience required to perform the services outlined in this RFP.

All inquiries must reference **RFP No. 26-004 – General Services for Manhole & Concrete Rehabilitation** 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 communications 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 Contractors 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 RFQ/RFP/ITB, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Contractor will have different obligations than "you" as a Successful Contractor will have upon awarding of this contract.

Contractor/Contractor/Submitter

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

Successful Contractor/ Contractor/Submitter

The Contractor whose Proposal to this solicitation is deemed to be the most advantageous to the City. A Contractor 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 RFQ/RFP/ITB.

(iii) Proposals/ Submittals

The written, sealed document submitted by the Contractor in response to this RFQ/RFP/ITB. 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 Contractor after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFQ/RFP/ITB 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 Contractors.

(i) Written Addenda

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

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Contractors 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 Contractor must thoroughly examine each section of this RFQ/RFP/ITB. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Contractor 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 RFQ/RFP/ITB documents. No person is authorized to give oral interpretations of or make oral changes to the RFQ/RFP/ITB. 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 RFQ opening, whichever is earlier, any material submitted in response to this RFQ/RFP/ITB will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Contractors 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.

1.6 WITHDRAWAL OF PROPOSAL

A Contractor 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 RFQ/RFP/ITB does not, itself, in any way constitute a contractual agreement between the City of Key West and any Contractor. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Contractor 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 Contractor 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 Contractors may incur for preparing and submitting Proposals called for in this RFQ/RFP/ITB.

(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 Contractor 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 Contractor(s) modify a submittal to more fully meet the needs of the City.

(iv) Proposal Acknowledgment

By submitting a Proposal, the Contractor/Contractor 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 RFQ/RFP/ITB 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 Contractors' 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 Contractors should be aware that RFQ/RFP/ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Contractors 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 Contractors in response to this RFQ/RFP/ITB shall become the property of the City of Key West and shall not be returned to the Contractor. 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 Contractors shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ/RFP/ITB 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**

Contractor 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 Contractor or Contractor, 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 Contractor or Contractor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Contractor. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Contractor recognizes that with respect to this transaction, if any Contractor 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 Contractor 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 "Contractor," 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 Contractor 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 Contractor or Contractor'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 Contractor or Contractor's representative and the mayor, city commissioners, or their respective staff;
- (3) Any communication regarding a particular competitive solicitation between a potential Contractor or Contractor'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 Contractors or a Contractor'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-proposal 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 proposals 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 Contractor 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 Contractor or Contractor'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 Contractor 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 Contractor 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 Contractor 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, Contractor 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. Contractor 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 RFQ/RFP/ITB are violated by the Awarded Contractor, the City Manager shall give written notice to the Awarded Contractor 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 Contractor 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 Contractor shall be the responsibility of the Awarded Contractor.

1.16 TERMINATION FOR DEFAULT

If the Awarded Contractor 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 Contractor 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 Contractor was not in default or (2) the Awarded Contractor'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 RFQ/RFP/ITB, 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

Upon award recommendation or thirty (30) days after the opening of RFQ/RFP/ITB 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). Contractors 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 Contractor agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Contractor 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.

1.20 CAPITAL EXPENDITURES

Awarded Contractor understands that any capital expenditures that the Awarded Contractor 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 Contractor 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 Contractor. If Awarded Contractor 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 Contractor/Contractor, 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 Contractor, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Contractor 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 Contractor, 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 Contractor 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 Contractor, its employees, agents, or sub-contractors.

- B. The Awarded Contractor 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 Contractor 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 Contractor shall pay all damages and costs awarded against the City.

- C. An understanding and agreement, by and between the Awarded Contractor and the City, that the completion time as specified in Awarded Contractor'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 Contractor 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.

SECTION 2 - SPECIAL CONDITION

2.1 PURPOSE

This Request for Proposals (hereinafter referred to as “RFP”) is issued to provide prospective Contractors with the information necessary to prepare a competitive and complete proposal for providing general services related to manhole and concrete repairs. The RFP process is conducted for the benefit of the City of Key West (hereinafter referred to as the “City”) and is intended to furnish the City with comparative data to support an objective evaluation and selection process.

This RFP does not represent an exhaustive description of all tasks, materials, or conditions associated with the required services. Each Contractor is solely responsible for reviewing existing site conditions, applicable standards, and all other factors necessary to prepare a thorough and accurate proposal responsive to the City’s needs.

The City retains the right to select one or more firms based on their expertise and award the contract for the services specified in this RFP. Additionally, the City, at its sole discretion, may reject all proposals and reissue the RFP if deemed necessary.

2.2 MINIMUM QUALIFICATION REQUIREMENTS

All Contractor’s that submit a proposal shall meet the following minimum qualifications:

- 2.2.1 The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation for a minimum of five (5) years. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term “equipment and organization” as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Key West.
- 2.2.2 Contractors must be fully licensed to perform the work outlined in this RFP and comply with all relevant federal, state, and local statutes, codes, and ordinances.
- 2.2.3 Provide a minimum of three (3) references for services provided within the past five (5) years. It is the responsibility of the Contractor to ascertain that the contact person provided in the references will be responsive.

- 2.2.4 Establish and maintain a fully functional office, including, but not limited to, phones, facsimile, copy machine, personal computer with appropriate software as identified by the City.
- 2.2.5 Demonstrate flexibility to add personnel on an as needed basis, depending on the needs of the City.
- 2.2.6 Provide detailed resumes of key personnel that will be working under this contract.
- 2.2.7 Contractor will be required to obtain/maintain a City of Key West License, as defined in code of Ordinance, chapter 66, enabling the Contractor(s) to perform the work stated herein.
- 2.2.8 Contractor(s) must obtain/maintain a city of Key West Business Tax License Receipt.

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 respondents 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 Contractor 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 Contractor 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 Contractor, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a three (3) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for one (1) additional two (2) years period for a maximum total of five (5) years. The Awarded Contractor shall maintain, for the entirety of the stated

additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Contractor. This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2.5 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.

2.6 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 Contractors. 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 Contractor'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 Contractor 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 Contractor's facilities to determine their capability to meet the requirements for the contract. Also, hourly rates, responsibility, and responsiveness of the Contractor, 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 Contractor 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 present individual evaluations to 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, if required, will be requested in writing 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 for each of the Categories as 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.

PHASE II – SELECTION

The Selection Committee will evaluate all responsive proposals in accordance with the criteria listed below. Once evaluations are complete, the Committee will submit their tabulated scores and a formal ranking of firms or individuals to the City Commission for consideration.

The City Commission will review the Selection Committee's recommendations and may choose to accept the rankings as submitted, but also reserves the right to amend the rankings or to reject all proposals entirely.

The final selection and award of any contract will be made by the City Commission at its sole discretion. Contractors should be advised that the City will not be responsible for any costs associated with the preparation of proposals.

Subject to approval by the City Commission, a contract may be awarded to one or more Contractors deemed to be the most responsible and responsive, based on the evaluation criteria.

Any award will be contingent upon the successful negotiation and execution of a contract in a form and substance approved by the City Attorney.

The City of Key West reserves the right to reject proposals submitted by firms currently involved in litigation with the City, or by firms with a demonstrated history of prior lawsuits filed against the City.

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
<p>1. Experience and Capability:</p> <p>Contractor will be evaluated on the firm’s relevant experience and past performance in manhole and concrete rehabilitation projects – particularly within the City of Key West, Monroe County, or similar costal/marine environments. Evaluations will consider:</p> <ul style="list-style-type: none"> • Successful completion of similar rehabilitation or lining projects. • Demonstrated understanding of local conditions (groundwater intrusion, corrosion, confined spaces). • References and record of quality, safety, and timely performance. 	40
<p>2. Team and Staffing Qualifications:</p> <p>Contractors will be evaluated on the qualifications, certifications, and experience of key personnel (Project Manager, Site Supervisor, Field Technicians, Safety Officers). Points will be awarded for:</p> <ul style="list-style-type: none"> • Experience on similar projects. • Confined-space and concrete rehabilitation certifications. • Demonstrated organizational capacity to support project delivery. 	15
<p>3. Work Plan and Technical Approach:</p> <p>Assessment of Contractor(s) understanding of the scope of work and the methods proposed to achieve the City’s goals. Evaluation will consider:</p> <ul style="list-style-type: none"> • Clarity and feasibility of the proposed work plan. • Quality assurance and inspection methods. 	15

	<ul style="list-style-type: none"> • Equipment, materials, and rehabilitation techniques proposed. • Safety and environmental protection measures. 	
4.	<p>Cost/Price:</p> <p>Evaluation of reasonableness and competitiveness of the proposed price. Points will be awarded using the following formula such as:</p> <p>Score = (Lowest Proposal/Contractor's Price) * 30 to normalize cost against other proposals.</p>	30
Total Points		100

2.7 DUE DATE

All proposals are due no later than **March 11, 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.

2.8 INSURANCE REQUIREMENTS

Successful Contractors shall maintain, at their sole expense and during the term of this Agreement, all insurance requirements outlined in this Request for Proposal.

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 Contractor 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 Contractor 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 above.

EXCEPTIONS TO SPECIFICATIONS

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

2.9 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. 26-004 – General Services for Manhole & Concrete Rehabilitation..** If your request is seeking a public record, such as a Contractor list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Contractors requiring clarification or interpretation of the RFP must submit them via email **on or before 3:00 P.M. on February 27, 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 Contractors on Demand Star, also available via link on the City's website.

2.10 VERIFICATION OF INFORMATION

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

2.11 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 Contractor 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 Contractor.

2.12 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

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.

The City reserves the right to disqualify Contractors 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 Contractor.

2.13 BACKGROUND INFORMATION

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

2.14 PAYMENT/ INVOICES

Payment terms will be considered as net forty-five (45) days from the date of satisfactory delivery at the designated place of acceptance or from the receipt of a correct invoice at the specified office, whichever occurs later. The invoice must provide sufficient details to demonstrate compliance with the terms and conditions of the contract. Upon completion of services, the relevant department will evaluate the services provided to ensure they meet the specifications. Failure by the awarded Contractor to fulfill their responsibilities as outlined may result in one or more actions, as determined by the City:

- Payment withholding of partial or entire amount.
- Compensation deemed acceptable by the City due to non-performance.

2.15 REFERENCES

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

2.16 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 Contractor's proposal.

2.17 BASE ACCESS INSTRUCTIONS AND REQUIREMENTS TRUMBO POINT/FLEMING KEY RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY

An access pass will be required for all contractor employees who will perform work at Trumbo Point-Fleming Key wastewater treatment facility project site. U.S. Navy Pass and ID Office (Visitor

Control Center) will issue the access pass for a maximum duration of one-year or multi-day pass. Duration of the pass will depend on the scope of work and the time to complete the work. DBIDS credentials and multi-day access passes must be obtained in person at the U.S. Navy Pass and ID Office (Visitor Control Center), located at U.S. Naval Air Station Boca Chica, mile marker 8, U.S. 1 Overseas Highway.

All persons requesting access to the project site will be required to accept and pass federal background screening. **Persons with a felony record will not be permitted access onto the base.**

Project Site Access Instructions

1. Please provide the company name, company address and phone number, and the names of the employees who will be performing work at the Trumbo Point-Fleming Key Channel-Richard A. Heyman WWTP site.
2. City of Key West will coordinate access requests and provide an email with instructions.
3. Please print and bring a paper copy of the email to present to the security officer when requesting an access pass to Trumbo Point-Fleming Key Channel-Richard A. Heyman WWTP site. The email will be your authorization to request access to the project site.
4. Identification as indicated will be required.
 - a) U.S. Citizens identification requirements: Driver license or state identification card.
 - b) U.S. Citizens born outside U.S. identification requirements: Driver license or state identification card and U.S. Passport or Social Security Administration card number.
 - c) Non-U.S. Citizens identification requirements: Permanent resident card, and employment authorization card and Social Security Administration card number.

Vehicle registration and proof of insurance or rental vehicle contract may be requested by NASKW gate security personnel and must be in the vehicle. Please follow all traffic laws and rules when driving on base.

- **Please be advised weapons and drugs are not allowed on base.**

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, Contractors Examining Board, and the Environmental Sustainability Board.

3.2 SCOPE OF WORK

The City of Key West is seeking qualified Contractors to provide ongoing general services under a Concrete Repair Contract. The selected contractor will be responsible for supplying all labor, materials, equipment, and incidental services necessary to perform comprehensive interior and exterior concrete repair work. This includes, but is not limited to, manhole repairs, interior linings and coatings, and vertical and overhead concrete spalling repairs at City-owned facilities.

Manhole Repair, Linings, and Coatings:

The contractor shall perform repair and protective coating applications for interior surfaces of manholes and lift stations. Work shall include:

- Installation of a 100% solids monolithic coating on all interior surfaces.
- Inclusion of inverts in the coating application after proper isolation from flow and complete drying.

- Thorough surface preparation prior to the application of any injection grouts, cementitious mortars, primers, or coatings to ensure adhesion, longevity, and performance of the repair.

The objective is to restore structural integrity, prevent leakage, and extend the service life of manholes and lift stations while ensuring safe and compliant operations.

Concrete Spalling Repair:

The contractor shall repair spalling concrete at various City-owned buildings and facilities, including the Richard A. Heyman Wastewater Treatment Plant. Repairs shall:

- Restore the structural integrity of affected concrete surfaces.
- Prevent further deterioration and damage due to environmental or operational factors.
- Extend the useful life of structures and maintain safe conditions for staff, visitors, and the public.
- Include all necessary surface preparation, material application, curing, and finishing to match existing conditions and ensure durability.

All work shall be performed in accordance with applicable codes, standards, and best practices to ensure high-quality, long-lasting repairs. The contractor is expected to provide proper safety measures, traffic control (if needed), and coordination with City personnel during all phases of the work.

****Base Access** – Task Orders issued for work at the WWTP will require Contractors’ employees to obtain base access pass(es). Employees requiring access must pass federal background screening. Persons with a felony record will not be permitted access onto the base. See Section 2, paragraph 2.17 for detailed access instructions and requirements. **

Response Content

The City requires Contractor’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.

Tab 1. Company Information

- Legal company name
- Contact Person
- Address
- Telephone Number
- Email Address

Tab 2. Organizational Profile

- Type of Organization (e.g., partnership, individual, corporation, joint venture)
- Year Established

- Address of Primary Office (if different than above)

Tab 3. References and Quality of Past Performance on Similar Projects

The Contractor shall provide a list of past projects involving past projects involving manhole rehabilitation, concrete repair, and related infrastructure rehabilitation services, including:

- Name and full address of the referenced project client
- Name and telephone number of client contact for referenced project
- Date of initiation and completion of contract
- Summary of services provided (type of machines, product mix, service levels, technology utilized)
- Project budget and scale of operation (e.g., number of machines managed, locations served)

At least two (2) letters of reference from previous clients describing services performed and client satisfaction are required. References from government or other public entities are preferred. Each reference should not exceed one (1) page and include contact information for verification.

Tab 4. Project Approach

Project Approach

Contractors shall describe their understanding of the City’s manhole and concrete rehabilitation needs and provide a detailed approach for delivering services.

Operations Plan

- Surface preparation, installation, and application of coatings and repair materials
- Methods for isolating inverts and manhole flow during interior repairs
- Techniques for vertical and overhead concrete spalling repair
- Safety plan including confined-space entry procedures and environmental protection measures
- Scheduling and coordination to minimize disruption to City operations

Project Management

- Management and communication methods with City staff, including designated points of contact
- List of equipment, tools, and materials proposed for use
- Quality assurance procedures (inspection checklists, post-repair testing, adherence to standards)
- Subcontractor documentation (if applicable): roles, qualifications, and scope of work

Tab 5. Team and Staffing Qualifications

- Qualifications, certifications, and experience of key personnel (Project Manager, Site Supervisor, Field Technicians, Safety Officers)
- Relevant experience on similar projects, including manhole rehabilitation, concrete repair, and coastal/marine structures
- Confined-space entry and concrete repair certifications
- Demonstrated organizational capacity to support project delivery (number of staff,

scheduling, resources)

Tab 6 – Cost / Price

Contractor(s) shall submit pricing in the form of a unit price schedule (Bid Form) included in section 4 FORMS. Prices shall be fully burdened and inclusive of all labor, materials, equipment, overhead, profit, mobilization, and incidentals necessary to perform the services.

Pricing submitted under this RFP shall be used for evaluation and for the establishment of not-to-exceed task orders. The City does not guarantee a minimum amount of work.

For evaluation purposes, the City will compute a total evaluated price using the pricing form provided. Cost points will be awarded based on the following formula:

$$\text{Cost Score} = (\text{Lowest Evaluated Price} \div \text{Proposer's Evaluated Price}) \times \text{Maximum Cost Points}$$

Tab 7 Project Schedule and Deliverables

- Timeline for mobilization and completion of repairs
- Work schedules including surface preparation, coating application, spalling repairs, curing time, and inspections
- Deliverables including inspection reports, quality assurance documentation, and as-built drawings (if applicable)
- Experience of staff in project scheduling, reporting, and tracking performance

Tab 8 Other Information / Value Added Options / Local Familiarity

Please provide the following:

- Additional information to support evaluation of your proposal
- Value-added options such as sustainability initiatives, corrosion-resistant materials, or innovative repair techniques
- Demonstrated familiarity with City of Key West facilities or similar coastal/marine environments
- Completed projects for municipal, utility, or local government clients, particularly in Monroe County

Tab 9. City Forms

Contractors 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:

Forms:

- **Bid Form / Unit Price Schedule**
- **Anti-Kickback Affidavit**
- **Public Entity Crimes Form**
- **City of Key West Indemnification Form**
- **Equal Benefits for Domestic Partners Affidavit**

- **Cone of Silence Affidavit**
- **Non-Collusion Affidavit**
- **Local Contractor Certification**
- **City of Key West E-Verify Affidavit**
- **Noncoercive Conduct Affidavit**
- **Scrutinized Companies Certification**

Tab 10 – Project Location and Local Preference

Include in this section the location of the main office, the location of the office proposed to work on this project, and a discussion of the following as it pertains to your proposal:

A local preference may be assigned as follows:

For requests for proposals in which objective factors are used to evaluate the responses from Contractors and are assigned point totals, if, upon the completion of final rankings (technical and price combined, if applicable) by a selection committee or the city commission, a qualified and responsive nonlocal business is the highest ranked Contractor and the ranking of a qualified and responsive local business is within five percent (5%) of the ranking obtained by the qualified and responsive nonlocal business, the highest ranked qualified and responsive local business shall have the opportunity to submit an offer to match the price offered by the highest ranked qualified and responsive nonlocal business within three (3) working days of a notice of intent to award. If such highest ranked local business submits a price that fully matches the price of such highest ranked qualified and responsive nonlocal business, or the original price of the highest ranked local business is equal to or less than that of such highest ranked nonlocal business, then such local business shall proceed to negotiations with the city. If the highest ranked qualified and responsive local business declines or is unable to match the price of the highest ranked qualified and responsive nonlocal business, then the city shall proceed to negotiate with such highest ranked nonlocal business.

Any Contractor claiming a local preference as defined in the city of Key West Code Sec. 2-798 must complete the *Local Contractor Form* and attach it to the proposal.

3.3 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 Contractor, and Awarded Contractor 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.

END OF SECTION 3

SECTION 4

AFFIDAVITS AND CERTIFICATIONS

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

CONTRACTORS SHALL SUBMIT THE SUBSEQUENT FORMS.

LIST OF ATTACHED FORMS:

- 1. Bid Form / Unit Price Schedule**
- 2. Anti-Kickback Affidavit**
- 3. Public Entity Crimes Form**
- 4. City of Key West Indemnification Form**
- 5. Equal Benefits for Domestic Partners Affidavit**
- 6. Cone of Silence Affidavit**
- 7. Non-Collusion Affidavit**
- 8. Local Contractor Certification**
- 9. City of Key West E-Verify Affidavit**
- 10. Noncoercive Conduct Affidavit**
- 11. Scrutinized Companies Certification**

NOTE TO BIDDER: Use preferably black ink or typewritten for completing this Bid Form.

BID FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: **Manhole Rehabilitation and Concrete Spalling Repair General Utilities Contract**
RFP #26-004

Bidder's contact person for additional information on this bid:

Company Name: _____

Contact Name & Telephone #: _____

Email Address: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the bid is made without any connection or collusion with any person submitting another bid on this contract.

The Bidder further declares that they have carefully examined the Contract Documents for the construction of the project, and satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this bid is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this bid.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that, if their bid is accepted, they will, within ten (10) calendar days—excluding Sundays and legal holidays—after receipt of the Notice of Award, execute the contract in the form attached hereto. At that time, the Bidder shall also provide the City with examples of the Performance Bond and Payment Bond, evidence of all required licenses and certifications, and shall furnish, to the extent of their bid, all necessary machinery, tools, equipment, and materials to perform and complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the City, before commencing the work under this contract, the Certificates of Insurance (COI) as specified in these documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within ten (10) calendar days after receiving the Notice to Proceed for each authorized Task Order. Period of performance for each authorized Task Order shall be

negotiated with Owner prior to receiving the Notice to Proceed.

ADDENDA

The Bidder hereby acknowledges that they have received Addenda No's. _____, _____,

_____, _____, _____, _____, _____, _____, _____, _____, _____,
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that their bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit prices. The Bidder agrees that the unit prices represent a true measure of the labor, materials, equipment, and all other costs required to perform each type of work called for in these Contract Documents, including allowances for overhead and profit.

Total payment for each item will be determined by multiplying the unit price by the actual quantity of work performed and accepted by the City. The sum of these calculated amounts will constitute full compensation for the work completed in accordance with the Contract Documents.

UNIT PRICE SCHEDULE – Manhole Rehabilitation and Concrete Spalling Repair

**Manhole Rehabilitation and Spalling Repair
RFP 26-004**

Item #	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Performance and Payment bonds				
A	Performance and Payment Bonds	1	Per \$1,000		
2	Mobilization/Demobilization				
A	Mobilization/Demobilization (In no case shall the amount bid for this item exceed five (5) percent (%) of the Total Base Bid. This item shall include MOT, General & Supplementary Conditions, Certified AutoCAD as Built's)	1	LS		
3	Manhole & Structures Coating				
A	Epoxy Resin Based Coating 48" Diameter 1/4" Minimum Thickness	180	VF		
B	Epoxy Resin Based Coating 60" Diameter 1/4" Minimum Thickness	60	VF		
C	Structure Epoxy Resin Based Coating 1/4" Minimum Thickness	1000	SF		
D	125 MIL Variance (1/8")	200	SF		
4	Manhole & Structures Repair				
A	Removal of Existing Manhole or Wetwell Lining System (Excluding T-Lock or Similar Liner)	200	SF		
B	Removal of Existing Manhole or Wetwell T-Lock or Similar Lining System	800	SF		
C	Patching & Profiling - Cementitious Grout Only	3000	SF		
D	Infiltration Control - Cementitious or Chemical Grout	600	GAL		
E	Bonding Compound	120	GAL		
F	Bench and Invert Channel Repair	100	LF		
G	Chimney Repairs	100	VF		
5	Cleaning, Televising, Assessment				
A	Cleaning Manholes / Structures	40	EA		
B	Televising / Photographs / Inspection Report	40	EA		
6	Ancillary Services				
A	Bypass Pumping – 4"	5	Day		
B	Bypass Pumping – 6"	5	Day		
C	Bypass Pumping – 8"	5	Day		
D	Vac-Truck	40	Hr		
E	Maintenance of Traffic - City	5	EA		
F	Maintenance of Traffic - FDOT	1	EA		
7	Concrete Spalling Repair				
A	Slab Repair: Spalling/Surface Patching	400	SF		
B	Slab Repair: Spalling/Surface Patching w/Reinforcement Steel	200	SF		

C	Vertical or Overhead Concrete Repair: Cracks	1000	LF		
D	Vertical or Overhead Concrete Repair: Surface Patching (Depth<1'')	1000	SF		
E	Vertical or Overhead Concrete Repair: Spalling/Surface Patching (1''<Depth<3'')	300	SF		
F	Vertical or Overhead Concrete Repair: Spalling/Surface Patching w/Reinforcement Steel (3''<Depth<6'')	200	SF		
G	Concrete Repair: Tie Holes	100	EA		
H	Joint Repair	50	LF		
I	Joint Sealant: Remove & Replace	200	LF		

Manhole and Spalling Repair BASE BID:

\$ _____

In Words:

_____ Dollars & _____ Cents

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work if the Bidder is awarded the contract:

Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

SURETY

_____ whose address is

_____, _____, _____, _____
Street City State Zip

BIDDER

The name of the Bidder submitting this bid is _____

_____ doing business at

_____, _____, _____, _____
Street City State Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this bid, or of the partnership, or of all persons interested in this bid as principals are as follows:

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set their (its) hand this _____ day of _____ 2026.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed, and its seal affixed by its duly authorized officers this _____ day of _____ 2026.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein proposal 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: _____

**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 Proposal 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 proposal 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 proposals or applies to proposal 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 Contractor list. (Please attach a copy of the final order.)

____The person or affiliate was placed on the convicted Contractor 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 Contractor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been put on the convicted Contractor 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

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Contractor 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 Contractor, its Subcontractors 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 Contractor'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 proposal 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 Contractor 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 Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: _____

SEAL:

Address

Signature

Print Name

Title

DATE:

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: _____

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: _____

**LOCAL CONTRACTOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES
SECTION 2-798**

The undersigned, as a duly authorized representative of the Contractor listed herein, certifies to the best of his/her knowledge and belief, that the Contractor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. **Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.**
- b. **Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.**
- c. **Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for proposals or request for proposals.**
 - Not a local Contractor pursuant to Code of Ordinances Section 2-798
 - Qualifies as a local Contractor pursuant to Code of Ordinances Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____

(Name of officer or agent, title of officer or agent)

Name of corporation acknowledging)

or has produced _____ as identification

(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

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

Title or Rank

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors 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 Contractors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, Contractors 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, Contractors 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 Contractor to ensure compliance with all applicable E-Verify requirements.**

By executing this affidavit, the undersigned contractor 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 contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor 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. Contractor 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 repropsoed costs, if applicable.

Date

(Signature of Authorized Representative)

State of _____

County of _____

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

Signature, Notary Public

Commission Expires

Stamp/Seal:

**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES**

Entity/Contractor Name: _____

Contractor FEIN: _____

Contractor'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, Contractor is required to provide an affidavit under penalty of perjury attesting that Contractor 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 Contractor, I certify under penalties of perjury that Contractor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Contractor has reviewed Section 787.06, Florida Statutes, and agrees to a proposal by same.

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

Authorized Signature: _____

Print Name: _____

Title: _____

**CONTRACTOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Contractor Name: _____
Contractor FEIN: _____
Contractor'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 proposing 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 proposing 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 Contractor 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: _____ <div style="display: flex; justify-content: space-around;"><i>Print Name</i><i>Print Title</i></div>
who is authorized to sign on behalf of the above referenced company.
Authorized Signature: _____

END OF SECTION 4

MINIMUM INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, Contractor 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 Contractor's Liability policies with the exception of Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 Contractor shall deliver to the City, prior to commencing work/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(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City.
- 1.06 Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, Contractor shall promptly authorize and have delivered such statement to the City.
- 1.07 Contractor authorizes the City and/or its insurance Contractor to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of Contractor in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the

Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of Contractor. No personal property owned by City used in connection with these business activities shall be considered by Contractor's insurance company as being in the care, custody, or control of Contractor.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, Contractor shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of Contractor.
- 1.17 If Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of Contractor. In addition, Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for Contractor contained within this Agreement. Contractor shall obtain Certificates of Insurance comparable to those required of Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

- 2.01 All requirements in this Insurance Section shall be complied with in full by Contractor unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each
Employee	

If Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, Contractor will be required to issue a formal letter (on Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

Commercial General Liability Insurance shall be maintained by Contractor on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit each Occurrence and Aggregate
--	---

Completed Operations Liability Coverage shall be maintained by Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
--	--

If Contractor does not own any vehicles, this requirement can be satisfied by having Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Contract Agreement

This contract, made and entered into this ____ Days of _____, 2026, by and between the City of Key West, hereinafter called the "City" and _____, hereinafter called the "Contractor."

Witnesseth:

The Contractor, in consideration of the sum to be paid by the City and of the covenants and agreements herein contained, hereby agrees, at its own proper cost and expense, to perform all work and furnish all materials, labor, tools, equipment, and other necessary services for:

RFP 26-004: General Services for Manhole & Concrete Rehabilitation, located in Key West, Florida.

To the extent of the proposal submitted by the Contractor, dated ____ day of _____, 2026, all in full compliance with the Contract Documents referred to herein.

The Contract Documents, including but not limited to the signed Proposal, Contract Form, Scope of Work, Technical Specifications, Drawings, and General and Supplementary Conditions of the Contract, are incorporated herein by reference and made a part of this contract as if fully set forth.

In consideration of the performance of the work as set forth in these contract documents, the City agrees to pay the contractor the amount specified in the proposal based on the issuance of a City approved Task Order, as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

Contractor agrees to complete all work within the timeline identified via a City issued/approved Task Order, from the date of issuance of the Notice to Proceed and accepts that as full payment for the work, as computed according to the Contract Documents and based on the proposal.

The Contractor agrees to remedy all defects appearing in the work, or developing in the materials furnished and the workmanship performed under this Contract, during the warranty period after final acceptance of the work by the City. The Contractor further agrees to indemnify and hold the City harmless from any costs incurred in remedying such defects.

The contract terms of this agreement carry an initial term of three (3) years from the effective date with an option to renew for one additional two (2) year period, the additional option to renew for one additional two (2) year period is for the benefit of the City of Key West and is not a right afforded to the Contractor. Agreement to renew this contract must be mutually agreed to by both the Contractor and the City. The Contractor's warranty and indemnification obligations

remain in effect beyond completion.

The following documents are incorporated into and made part of this Contract by reference:

- The City Request for Proposal (RFP 26-004), including all attachments, addenda, and exhibits.
- The City's General Terms and Conditions provided in Request for Proposal 26-004.
- The Contractor's complete, dated, and signed response to RFP 26-004, including all proposal forms, bonds, and related submissions.
- This executed Contract Form.
- Summary of Work, Technical Specifications, Drawings, and applicable General and Supplementary Conditions.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the ____ day of _____, 2026.

CITY OF KEY WEST:

By: _____

Printed Name: _____

Title: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

SECTION 5

TECHNICAL SPECIFICATIONS – SEPARATE ATTACHMENT

01 01 00 – General Requirements

01 10 00 – Scope of Work / Manhole Rehabilitation

01 10 01 – Scope of Work / Concrete Spalling Repair