

**CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FLORIDA 33040**

**INVITATION FOR SEALED BIDS
FOR
AS-NEEDED EMERGENCY MANAGEMENT CONSULTING SERVICES**

RFP#: 004 -11

DUE DATE: May 4, 2011

**AS-NEEDED EMERGENCY MANAGEMENT CONSULTING SERVICES CONTRACT
DOCUMENTS**

TABLE OF CONTENTS	PAGE NUMBER
BIDDING REQUIREMENTS	
Instruction to Bidders	3
BID FORMS	
Addenda	8
Bid Schedule	9
Propose Total Contract Bid Price	9
Authorized Signatures.....	10
Evaluation of Proposals	12
Bidder’s Experience List	13
Scope of Services	14
ATTACHMENTS	
Attachment A; Unit Price Proposal	24
Attachment B; Proposer’s General Operations Plan	27
Attachment C; Proposer’s Qualifications Statement	28
Attachment D; Proposer’s Most Current Financial Statement.....	32
Attachment E; List of Available Equipment and Facilities	33
Attachment F; Non-Collusion Affidavit	34
Attachment G; Statement Proposer is Familiar with City of Key West CEMP	35
Attachment H; Sample of Proposer’s Training Materials and Certificates	36
Attachment I; Public Entity Crimes Certification	37
Attachment J; Anti-Kickback Affidavit	40
Attachment K; Conflict of Interest Statement	41
Attachment L; Acknowledgement of Conformance to FEMA / NIMS Standards	42
Attachment M; Copy of Florida Business License / Coporate Filings / Articles of Incorporation	43
Attachment N; Evidence of Insurability	44
Attachment O; Copy of Request For Proposal	45
Attachment P; Provider’s Draft Contract Documents	46

BIDDING REQUIREMENTS

INSTRUCTIONS TO BIDDERS

- 1 Quotations for services are to be provided on the BID SCHEDULE included herein, and shall be completed in ink or typewritten.
- 2 Award of the CONTRACT included herein for specified services will be made to the lowest responsive, responsible BIDDER who, in the sole and absolute judgment of CITY OF KEY WEST, can provide the services required by CITY OF KEY WEST. CITY OF KEY WEST reserves the right to reject any and all BIDS, to waive any and all minor irregularities and technicalities, to negotiate terms with the successful BIDDER, and reserves the right to disregard all nonconforming, non-responsive or conditional BIDS and to re-solicit BIDS, as maybe deemed to be in the best interests of CITY OF KEY WEST. CITY OF KEY WEST further reserves the right to delete line items from consideration. The decision made by CITY OF KEY WEST in selection of the successful BIDDER and award of the CONTRACT included herein will be final.
- 3 Owner's Allowance, if specified in the BID SCHEDULE included herein, is to be included in the proposed total CONTRACT price.
- 4 To demonstrate qualifications to furnish the specified services under the CONTRACT, BIDDER must be prepared to submit written information, within five (5) days of CITY OF KEY WEST's request, such as financial data.
- 5 CITY OF KEY WEST is the interpreter of these AS-NEEDED EMERGENCY MANAGEMENT CONSULTING SERVICES CONTRACT DOCUMENTS. If the CONTRACT included herein is to be awarded, CITY OF KEY WEST will give the successful BIDDER a written NOTICE OF AWARD.
- 6 The successful BIDDER agrees that, upon receipt of the NOTICE OF AWARD, it shall execute and deliver to CITY OF KEY WEST three (3) copies of the CONTRACT and the CITY OF KEY WEST CERTIFICATE OF INSURANCE, all of which are included herein, within 15 days of receipt of the NOTICE OF AWARD. The successful BIDDER will furnish the services under the CONTRACT included herein.
- 7 CITY OF KEY WEST is exempt from State sales tax on equipment or materials purchased directly from the BIDDER.
- 8 BIDDER must complete the BIDDER'S EXPERIENCE LIST included herein.
- 9 All quotations must reflect delivered cost which includes all packing, handling, shipping charges, taxes, discounts and delivery to CITY OF KEY WEST. CITY OF KEY WEST will have an acceptance period of NINETY (90) days during which the BIDDER must hold their quotation and/or offer open. It is understood and agreed that all items offered or shipped as a result of this BID shall be new, current, standard model available at the time of the BID. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packing.
- 10 All Bids must be submitted in sealed envelopes to the City Clerk, City of Key West, 525 Angela St., P.O. Box 1490, Key West, Florida 33040 on or before 3:30 PM, local time, on Wednesday, the 4th day of May, 2011, at which time Proposals will be publicly opened and read in the City Clerk's office, 525 Angela St. Any proposals received after the time specified will not be considered.

- 11 One (1) "hard copy" original and ten (10) copies on "flash drive: or CD of the proposal are to be enclosed in a sealed envelope clearly marked in the outside "As-Needed Emergency Management Consulting Services" response must be received on or before this deadline. Responses will be retained as property of CITY OF KEY WEST. As such, all responses are public record, subject to public review. The BID response marked "original" must contain a manual signature of the authorized representative of the BIDDER; all others may be photocopies.
- 12 BIDDER must fill in all blank spaces on the BID SCHEDULE included herein in ink. No changes shall be made in the wording or format of the forms. In case of a discrepancy between unit prices and extended totals, unit prices shall prevail. No addition or deletion of the terms or conditions included with the BID response shall be evaluated or considered and any and all such revisions shall have no force or effect and are inapplicable to this BID. No submission by the BIDDER, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these instructions. It is understood and agreed that the instructions and the general and special conditions in this BID solicitation are the only conditions applicable to this BID and BIDDER's authorized signature affixed to the BID response constitutes acknowledgment of this fact.
- 13 Any BID may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or which may be obviously unbalanced, or which in any manner shall fail to conform to the requirements provided for herein.
- 14 Only one BID from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to CITY OF KEY WEST that any BIDDER has an interest in more than one BID for the services under the CONTRACT, all BIDS in which such BIDDER has an interest shall be rejected.
- 15 The BIDDER shall sign its BID in the appropriate blank space provided therefore. If BIDDER is a corporation, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer(s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation. If BIDDER is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts accompanied by evidence of authority to sign on behalf of the partnership. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of attorney must accompany the BID.
- 16 Failure to provide evidence of authority as referenced in paragraph 14 above may cause the BID to be regarded as not properly authorized and may subject it to rejection (disqualification).
- 17 BIDS must be timely submitted in Accordance with the BID SCHEDULE included herein and must be submitted in a sealed opaque envelope clearly marked "SEALED BID" and addressed as follows:

CITY OF KEY WEST
525 ANGELA ST.
P.O. BOX 1409
KEY WEST, FLORIDA 33040
Attention: CHERIE SMITH, CITY CLERK
CITY OF KEY WEST RFP # 004 – 11

18 CONVICTED FELON

- 18.1 Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.
- 18.1 Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been laced on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

19 DEBARRED CONTRACTORS

- 19.1 Contractors debarred by this or any government agency shall not be permitted to submit bid proposals.

20 NOTIFICATION OF RIGHT TO PROTEST:

- 20.1 Any objection to or protest of the form and content of these goods and/or services contract documents shall be made within the time prescribed in section 120.57(3), Florida Statutes. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.
- 20.1 Notification of CITY OF KEY WEST's award resulting from this solicitation will be given by certified mail or other express delivery service, return receipt requested, only to BIDDERS. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.
19. The CONTRACT number (as indicated on the INVITATION FOR SEALED BIDS page and at the top of each page) must be included on any correspondence, invoices, insurance forms, etc., having to do with the CONTRACT and sent to CITY OF KEY WEST during the term of the CONTRACT.
20. BIDDERS shall complete the NON-COLLUSION AFFIDAVIT included herein as a part of their BID.
21. Each BIDDER must review the CONTRACT FORMS included herein and sign the form herein acknowledging that the BIDDER has had adequate time and opportunity to view the CONTRACT FORMS included herein.

22. The CITY OF KEY WEST representative will not provide information to the BIDDER. If questions arise, the BIDDER must submit a written request for additional information. If additional information is provided, it will be provided to all BIDDERS.

23. CITY OF KEY WEST accepts no responsibility for any expenses incurred in the BIDDERS' preparation of the BIDS; such expenses are to be borne exclusively by the BIDDERS.

24. BIDDER'S DECLARATION AND UNDERSTANDING

24.1 The undersigned, hereinafter called the BIDDER, declares that the only person(s) or party(s) 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 CITY OF KEY WEST and that the BID is made without any connection or collusion with any person submitting another BID on the CONTRACT included herein.

24.2 The undersigned BIDDER proposes and agrees that if this BID is accepted it shall enter into a contract with CITY OF KEY WEST in the form included herein as the CONTRACT and perform and furnish all services under the CONTRACT for the CONTRACT price, within the CONTRACT time, and in Accordance with the other terms and conditions of the CONTRACT included herein.

24.3 The BIDDER has familiarized itself with the nature and extent of the CONTRACT FORMS included herein, the sites, the localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the services under the CONTRACT included herein.

24.4 The BIDDER has read the CONTRACT FORMS included herein, and accepts all of the terms and conditions of the CONTRACT FORMS. All BIDS shall remain open as specified in the INSTRUCTIONS TO BIDDERS included herein.

25 CONTRACT EXECUTION

25.1.1 The BIDDER agrees that upon receipt of the NOTICE OF AWARD, it shall execute and deliver to CITY OF KEY WEST four (4) copies of the CONTRACT, the CITY OF KEY WEST CERTIFICATE OF INSURANCE on the forms which are included herein, within 15 days of receipt of the NOTICE OF AWARD.

26 CERTIFICATES OF INSURANCE

26.1 The CONTRACTOR shall furnish to CITY OF KEY WEST, before providing services under the CONTRACT included herein, the certificates of insurance as specified in the CONTRACT, using the CITY OF KEY WEST CERTIFICATE OF INSURANCE form included herein.

27 SALES AND USE TAXES

27.1 The BIDDER agrees that all applicable federal, state, and local sales and use taxes are included in the stated proposed prices for the services under the CONTRACT included herein.

28 QUALIFICATION OF BIDDERS

28.1 BIDS will only be considered from BIDDERS who provide AS-NEEDED EMERGENCY MANAGEMENT CONSULTING services. BIDDER shall document their qualifications and experience in providing AS-NEEDED EMERGENCY MANAGEMENT CONSULTING services on the BIDDER'S EXPERIENCE LIST.

29 QUANTITIES

29.1 The quantity specified on the BID SCHEDULE is to be used for establishing the basis of award purposes only and CITY OF KEY WEST reserves the right to increase or decrease quantities shown or used without penalty.

30 PRICING

30.1 The BIDDER acknowledges and agrees that the separate prices on the BID SCHEDULE, where they are applicable and deemed acceptable by CITY OF KEY WEST, will be used by CITY OF KEY WEST and the BIDDER, if awarded the CONTRACT included herein, whenever similar service is added to or deducted from the CONTRACT.

31 AWARD

31.1 CITY OF KEY WEST will award the CONTRACT included herein to the lowest responsive, responsible BIDDER deemed qualified to provide the specified services under the CONTRACT included herein.

For information concerning the proposed work, or for an appointment to visit the site of the proposed work, contact:

Division Chief, Emergency Management and Training
Key West Fire Department
P.O. Box 1409
1600 North Roosevelt Blvd.
Key West, Florida 33040
Telephone: (305) 809-3942

At the time of the award, the successful Proposer must show satisfactory documentation of such State, County, and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the proposal in question. The City may reject proposals (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its proposal, (3) if the Proposal does not strictly conform to the law or is non-responsive to the Proposal requirements, (4) if the Proposal is conditional, or (5) if a change of circumstances occurs making the purpose of Proposal unnecessary to the City. The City may also waive any minor informalities or irregularities in any Proposal.

Dated this 31st day of March, 2011.
CITY OF KEY WEST

By: _____
Sue Snider, Purchasing Agent

BID FORMS

ADDENDA

The BIDDER acknowledges that he has received Addenda Number(s):

Number	Addendum Title	BIDDER Initials
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Number	Addendum Title	BIDDER Initials
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Number	Addendum Title	BIDDER Initials
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BIDDER shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed CONTRACT FORMS, and the BIDDER further agrees that its BID is submitted after consideration of said addenda.

BID SCHEDULE – Listed in Attachment A – Table A

- Training Classes (Fixed Fee)
- Comprehensive Emergency Management Plan (CEMP) and Hazard Annexes
- Exercises and Drills
- Preparedness Events
- Special Projects
- Grant Research and Application

PROPOSED TOTAL CONTRACT BID PRICE

(Amount Written in Words)

Firm Name

AUTHORIZED SIGNATURES

BID submitted on the _____ day of _____, 20____.

If the BIDDER is an individual (sole proprietor):

Signature: _____

Name and Title: _____

By: _____
(if other than named individual, attach Power of Attorney)

Doing Business As: _____

Business Address: _____

City State Zip

Phone No.: _____ Fax No.: _____

If the BIDDER is a Partnership:

By: _____

Name of General or Limited Partner(s) Authorized to Sign

By: _____
(Attach Evidence of Authority to Sign)

Name of General or Limited Partner(s) Authorized to Sign

By: _____
(Attach Evidence of Authority to Sign)

Business Address: _____

City State Zip

Phone No.: _____ Fax No.: _____

If BIDDER is a Corporation:

By: _____
(Legal Corporation Name)

Name and Title: _____

By: _____
(Attach Evidence of Authority to Sign)

Name and title and Signature of Official Attesting:

Name: _____

Title: _____

By: _____

Business Address: _____

City	State	Zip
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Phone No.: _____ Fax No.: _____

State of Incorporation: _____

If BIDDER is a Joint Venture:
Each joint venturer shall sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.

EVALUATION OF PROPOSALS

Evaluation of proposals and selection of an emergency management consultant firm shall be at the sole discretion of CITY. This will be a qualifications based selection. Professional firms will be evaluated using the following criteria and respective weights. Firms submitting a proposal in response to the RFP may be required to give an oral presentation to CITY representatives. The CITY's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The CITY reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations.

<u>GRADING CRITERIA</u>	<u>POINTS</u>
1. References on recent projects of a similar municipality with a year round population of 30,000 citizens and residents	25
2. Qualifications of firm and key staff	25
3. Training project experience including (NIMS training) to include Command Staff, General Staff positions, and Preparedness Events	20
4. Capacity to respond to requests of special projects	15
5. Familiarity with state and federal grant research and application process.....	15
TOTAL POSSIBLE POINTS	100

BIDDER'S EXPERIENCE LIST

To enable CITY OF KEY WEST to evaluate the BIDDER's qualifications to perform the SERVICES, the BIDDER shall list in the spaces below similar EMERGENCY MANAGEMENT CONSULTING SERVICES contracts the BIDDER has completed or has under active contract within the last five (5) years. Make additional copies of this page if necessary. Attach instructor, project manager and exercise program leader credentials as required by the BID SPECIFICATIONS.

EXPERIENCE LIST

CUSTOMER NAME	ADDRESS	PHONE NUMBER	No. YEARS SERVICE	CONTACT NAME

SCOPE OF SERVICES

1. TRAINING CLASSES: General Specifications for All Training Classes.
 - a. The CONSULTANT shall provide:
 - i. Copies of any materials (presentations, hand-outs, etc.) to CITY OF KEY WEST at least one week prior the scheduled start of the class for review and approval. Unapproved materials shall not be used.
 - ii. Pre-event advertisements, fliers, posters, e-mail communication, registrations, etc.
 - iii. Registration will include copy of confirmation from appropriate authorizing agency
 1. Examples; Florida State Fire Marshal, Bureau of Fire Standards and Training, Office of Domestic Preparedness, Florida Emergency Preparedness Association, International Association of Emergency Managers, National Emergency Management Association
 - iv. Set-up and tear-down (return to original condition) of the training room or space
 - v. Necessary presentation equipment such as projectors, computers, screens, etc.
 - vi. Copies of class materials for each student
 - vii. Course Closeout Package for each course conducted to include student roster, agenda, sample certificate, curriculum vitae, course objectives, participant's evaluation summary and student evaluations from the course within 45 days after the course completion
 1. Certificates of Completion for each student, proposer will provide a sample with response
 - a. Certificates will include:
 - i. Name of provider
 - ii. Name of instructor
 - iii. Course title, with applicable course prefix
 - iv. Total number of classroom hours
 - v. Total number of approved CEU
 - vii. Bid price to include all costs relative to providing the training class, including curricula development or procurement, printing, material reproduction, postage, travel costs, etc. The bid price is the Unit Price in the Bid Schedule and becomes the Fixed Fee for providing the training class. No other charges will be paid by CITY OF KEY WEST to the CONSULTANT relative to the training class.
2. National Incident Management System (NIMS) Training
 - a. IS 300 – Intermediate Incident Command System
 - i. Instructor qualifications - ICS-300 Lead Instructor should have successfully completed ICS-400, have served as served as Incident0 Commander or in a command staff or general staff position in an incident that went beyond one operational period or required a written Incident Action Plan (IAP). Unit Instructors should have successfully completed ICS-300, have served as served as Incident Commander or in a command staff or general staff position; or, have specialized knowledge and experience

appropriate for the audience, such as public health or public works. Bidder to provide documentation of these credentials with the bid.

1. Class objectives and topics: Objectives and Topical Areas (pgs 18-20 of the National Standard Curriculum Training Development Guidance, March 2007)
 - a. Audience – 5-10 people
- b. IS 400 – Advanced Incident Command System
 - i. Instructor qualifications - ICS-400 Instructors should have successfully completed ICS-400 and IS-800 National Response Plan. Lead Instructor should have served as served as Incident Commander or in a command staff or general staff position in an incident that required multi-agency coordination and went beyond one operational period or required a written IAP. Unit Instructors must have served as served as Incident Commander or in a command staff or general staff position in an incident that went beyond one operational period or required a written IAP; or, have specialized knowledge and experience for the audience, such as public health or public works. Bidder to provide evidence of these credentials with the bid.
 1. Class objectives and topics: Objectives and Topical Areas (pgs 21-22 of the National Standard Curriculum Training Development Guidance, March 2007)
 - a. Audience – 7-12 people
- c. Comprehensive Emergency Management Plan (CEMP) Refresher Classes
 - i. General Specifications for CEMP Refresher Classes
 1. Instructor qualifications – same as ICS 400 – Advance Incident Command. Bidder to provide evidence of these credentials with the bid.
 - a. Class objectives and topics - curricula should be based on the CITY OF KEY WEST's CEMP, including Hazard Annexes and department emergency response plans, after all latest revisions have been made and should include an overview of each response plan in the CEMP from the target audience perspective. The latest revision of the CEMP, including Hazard Annexes and department emergency response plans, is released at these classes and a review of the changes should be made at the beginning of each class, regardless of target audience.
 - i. Length of Each Class – Target length is 2 hours, maximum is 3 hours
 1. These classes are offered over a two week period, with one class held in the morning and one in the afternoon
 - a. Incident Commander (IC)
 - i. Target Audience – 5 or less
 - b. Public Information Officer (PIO)
 - i. Target Audience – 6 or less
 - c. Liaison Officer/EOC Representative (LNO)
 - i. Target Audience – 15 or less
 - d. Safety Officer
 - i. Target Audience – 5 or less
 - e. Operations Section Chief and Operations Branch Directors
 - i. Target Audience – 10 or less
 - f. Planning Section Chief and Support Personnel
 - i. Target Audience – 10 or less
 - g. Logistics Section Chief and Support Personnel

- i. Target Audience – 10 or less
- h. Finance and Administration Section Chief and Support Personnel
 - i. Target Audience – 10 or less
- i. Information Technology Section Chief and Support Personnel
 - i. Target Audience – 10 or less
- j. General Requirements for General Safety Refresher Training
 - i. Instructor qualifications – instructor(s) must be OSHA authorized in General Industry Safety. Bidder to provide documented evidence of these credentials with the bid. To view these requirements, visit:

http://www.osha.gov/fso/ote/training/outreach/training_program.html#authorized

3. COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP) UPDATE – FIXED FEE

a. General Specifications for CEMP Update

i. Qualifications

1. Project Manager or Lead Planner credentialed as a Certified Emergency Manager by the International Association of Emergency Managers or equivalent
 - a. <http://www.iaem.com/certification/generalinfo/cem.htm>
 - b. Must have documented experience working with public agencies to successfully develop or maintain emergency response plans
 - c. Bidder must be able to provide documentation of these credentials with the bid
 - d. Bid price should include all costs relative to providing the CEMP Update, including research, design, development, printing, material reproduction, postage, travel costs, etc. The bid price is the Unit Price in the Bid Schedule and becomes the Fixed Fee for providing the CEMP Update. No other charges will be paid by CITY OF KEY WEST to the CONSULTANT relative to the CEMP Update.

b. CEMP Update

- i. Provide professional services involved with the review, edit, publication, release and distribution for a comprehensive update to CITY OF KEY WEST's CEMP.
- ii. The CEMP Update involves review and submittal of revisions of the City's CEMP, to ensure accuracy and cohesiveness with current policy and practice. Electronic, editable versions of these documents will be provided by CITY OF KEY WEST (signature of a confidentiality agreement is required). Upon completion of the review and edit, the documents must be delivered electronically in both the native program format and a password protected Adobe PDF.
 1. The CEMP contains multiple contingency response plans and will require 10-20 coordination meetings and/or workshops with different groups of CITY OF KEY WEST employees to gather information necessary for the update. Also, a review of After Action Reports from previous exercises will be necessary to ensure needed corrective actions are included in the CEMP Update. A cross-walk is necessary to indicate how changes have been integrated.
 2. Publication of the CEMP will involve the copying of the document plus other new documents onto 60 USB Flash drives (to be provided by the CONSULTANT).
 3. Release and distribution of the CEMP Update will be accomplished as part of the CEMP Refresher Classes as identified in 1.c.i.2. above. Records must be maintained as to who received a CEMP Flash Drive and when.

4. EXERCISES AND DRILLS – FIXED FEE
 - a. General Specifications for all Exercises and Drills
 - i. Qualifications
 1. Lead Exercise Manager credentialed as an Exercise Program Manager (G137) from the Department of Homeland Security or equivalent
 2. Exercise staff and evaluators formally trained in the Homeland Security's Office of Domestic Preparedness Homeland Security Exercise and Evaluation Program (HSEEP)
 3. Must have conducted a minimum of 2 HSEEP exercises in the past 2 years
 4. Bidder must be able to provide documentation of these credentials with the bid
 - a. Professional Services for Exercises and Drills include researching and providing information to CITY OF KEY WEST about any grant funding that is available to offset the cost of the exercise or drill; and, if required, providing assistance with applying for grant funding and complying with any requirements of grant funding received.
 - b. Professional Services for Exercises and Drills include providing all necessary equipment such as projectors, computers, 2-way radios, easels, grills, coolers, etc. to conduct an exercise or drill.
 - c. Bid price should include all costs relative to providing the exercise or drill, including research, design, development, procurement, printing, material reproduction, postage, travel costs, etc. The bid price is the Unit Price in the Bid Schedule and becomes the Fixed Fee for providing the exercise or drill. No other charges will be paid by CITY OF KEY WEST to the CONSULTANT relative to the exercise or drill.
 - ii. CEMP Exercise
 1. Provide professional services to design, develop, facilitate and evaluate an exercise to test CITY OF KEY WEST's emergency response capability in Accordance with the CEMP, in compliance with the HSEEP. The professional services include all pre-exercise, exercise and post-exercise logistics including research, planning, development, communication, facilitation, evaluation, reporting and refreshments.
 2. The annual CEMP exercise generally involves 3 or more pre-exercise planning meetings with a CITY OF KEY WEST exercise planning team of up to 7 people to develop the scenario for the exercise. The exercise is held on one day and lasts up to 6 hours and includes an after-exercise review meeting. There are up to 50 CITY OF KEY WEST employees involved in the exercise. The exercise may involve personnel from other agencies. The professional services provided include, meeting coordination and facilitation including agendas and minutes, coordination with personnel from other agencies, exercise manuals, name tags and other miscellaneous items as needed, set-up and tear down of space used for the exercise, evaluators, food (refreshments and lunch), facilitation of the after-exercise meeting to discuss program improvements, the development and publication of an after-action report.

3. Reporting requirements include providing an exercise close-out package that includes planning meeting agendas and minutes, participant rosters, exercise manual, exercise overview and results, participant's evaluation, after-action report within 45 days after completion of the exercise and providing status reports to Monroe County Emergency Management, the Florida Division of Emergency Management, other governmental agencies, and / or Homeland Security's Office of Domestic Preparedness.

4. In-service Drills

a. ICS Forms Drill

i. Provide professional services to design, develop, facilitate and evaluate an exercise to test CITY OF KEY WEST's abilities to properly complete the ICS forms in the event of incident requiring these forms to be used. The professional services are for a 3 hour drill that includes ICS Form Refresher Training (that covers what form should be used when consistent with CITY OF KEY WEST's CEMP), design and presentation of scenarios that challenge the attendee to decide which form is to be used and then allows the attendee to fill out the form, and an evaluation of the attendee's performance. Professional services include all pre-drill, drill, and post-drill logistics including research, planning, facilitation and reporting.

1. The ICS Forms Drill takes place on one day and involves up to 20 attendees from CITY OF KEY WEST.
2. The ICS Forms Drill is conducted after the CEMP Refresher Classes and before the CEMP Exercise.
3. Reporting requirements include providing a drill close-out package with participant rosters, drill overview and results, and participant evaluation.

a. Joint Information Center (JIC) Drill

i. Provide professional services to design, develop, facilitate and evaluate an exercise to test CITY OF KEY WEST's abilities to properly establish and operate a JIC in the event of incident requiring one. The professional services are for a 3 hour drill that includes JIC Refresher Training (that includes research and information on how South East Regional Domestic Security Task Force Region 7, Operations Centers establish and use JICs), design and presentation of scenarios that challenge the attendee to decide if a JIC is to be used and then allows the attendee to establish and operate a mock JIC, and an evaluation of the attendee's performance. Professional services include all pre-drill, drill, and post-drill logistics including research, planning, facilitation and reporting.

ii. The JIC Drill takes place on one day and involves up to 10 attendees from CITY OF KEY WEST and its consultants. The ICS drill is conducted after the CEMP Refresher Classes and before the CEMP Exercise.

- iii. Reporting requirements include providing a drill close-out package with participant rosters, drill overview and results, and participant evaluation.

5. PREPAREDNESS EVENTS – FIXED FEE

a. General Specifications for Preparedness Events

i. Qualifications

- 1. Project Manager or Lead Planner credentialed as a Certified Emergency Manager by the International Association of Emergency Managers or equivalent

- a. <http://www.iaem.com/certification/generalinfo/cem.htm>

- b. Must have documented experience working with public agencies to successfully develop or maintain emergency response plans

- c. Bidder must be able to provide documentation of these credentials with the bid

- i. Professional services include all pre-event, event and post event activities including researching, planning, designing, developing, coordinating, facilitating and reporting for the event. This includes: pre-event planning meeting(s) agenda and minutes relative to the event, refreshment and lunch provision as required for the event, pre-event announcements such as fliers, posters, and e-mails, invitation and coordination of non-CITY OF KEY WEST personnel, and event logistics such as set-up and tear-down of the space used for the event.

- ii. Reporting requirements include providing an event close-out package with attendee rosters, event overview including a listing of exhibitors and guest speakers (if necessary), and attendee, exhibitor (if necessary) and CONSULTANT evaluation within 45 of completion of the event.

- iii. Bid price should include all costs relative to providing the preparedness event, including research, design, development, procurement, printing, material reproduction, postage, travel costs, etc. The bid price is the Unit Price in the Bid Schedule and becomes the Fixed Fee for providing the preparedness event. No other charges will be paid by CITY OF KEY WEST to the CONSULTANT relative to the preparedness event.

ii. Preparedness Days

- 1. Provide professional services for “Family Preparedness Days” events. The goals of the Family Preparedness Days are to provide CITY OF KEY WEST employees with a one-stop, interactive event that provides the latest home and family disaster preparedness information; provide access to expertise and assistance in developing family and home preparedness plan; facilitate counseling with CITY OF KEY WEST Human Resources personnel.

- a. The basic flow of the event begins with attendee registration, continues with simultaneous exhibits by vendors and emergency management community officials and informative speeches by guest speakers, and concludes with assistance offered to attendees with their individual family preparedness plans

and voluntary private counseling sessions with CITY OF KEY WEST Human Resources Staff. Each event consists of 60-70 attendees.

- b. The content and/or theme of the event are to be based upon disaster preparedness information from FEMA's IS-22 Are You Ready? Program; the Florida Division of Emergency Management's Get-A-Plan Program; and the following counties: Monroe, Miami-Dade, Broward, and Palm Beach. Appropriate information to display at the event include evacuation zone maps, evacuation route maps, shelter locations and any pre-requisite information (animals, etc.) for shelter use, emergency management contact information, hazardous material location information, county or municipality disaster response plans, disaster supply listings, home security and survival tips, home inspection tips, demonstration of proper generator use, and other related information as appropriate.
 - iii. County Emergency Operations Centers (EOC) Facilitation
 1. Provide professional services for annual planning/coordination meetings with municipal EOCs (City of Marathon and Islamorada, Village of Islands), Monroe and Miami-Dade County EOCs. The goals of these meetings include: keeping CITY OF KEY WEST, Municipalities, and County EOC personnel familiar with each other and maintaining a working relationship between agencies, keeping CITY OF KEY WEST personnel familiar with the County EOC facilities and their respective operating protocols (especially any changes from year to year), and keeping the County EOCs familiar with CITY OF KEY WEST facilities and their need for protection and prioritization in the event of emergency. Specific emphasis on the Public Information protocols.
 2. EOC meetings are to occur before the beginning of the hurricane season and should be no closer than one week apart. These meetings may be part of any larger outreach program that the EOC may already have. For example, if an EOC has existing orientation or coordination meetings with other organizations that meet the goals mentioned in 4.c.i. above and CITY OF KEY WEST can join in on these meetings, then there is no requirement for CITY OF KEY WEST and the EOC to have separate one-on-one meetings.
 3. CITY OF KEY WEST staff to be involved in these meetings may be up to 16 people.
6. SPECIAL PROJECTS – HOURLY RATE FEE
- a. General Specifications for Special Projects
 - i. Qualifications
 1. Project Manager or Lead Planner credentialed as a Certified Emergency Manager by the International Association of Emergency Managers or equivalent
 - a. <http://www.iaem.com/certification/generalinfo/cem.htm>
 - b. Must have documented experience working with public agencies to successfully develop or maintain emergency response plans
 - i. Bidder must be able to provide documentation of these credentials with the bid

- c. Bid price will be the Hourly Rate for the labor required to complete the project. The Hourly Rate is all inclusive of labor, employee benefits, labor overhead, general and administrative overhead, computer time, use of any equipment owned by the CONSULTANT (e.g. vehicles, cameras, projectors, etc), in-house printing, research materials, telecommunications (e.g. phones, long distance, facsimiles, networking), postage (including overnight, regular mail and courier services), tolls, parking, gas, vehicle mileage, meals (including business meals), in-state travel (including but not limited to airfare, car rental, hotel and taxi), and profit. No other charges will be paid by CITY OF KEY WEST to the CONSULTANT relative to the special project.
- d. Before a Special Project is assigned to the CONSULTANT, CITY OF KEY WEST will solicit from the CONSULTANT a time estimate to complete the special project based upon a scope of work provided by CITY OF KEY WEST. The total cost paid by CITY OF KEY WEST to the CONSULTANT will be the agreed upon time multiplied by the Hourly Rate.
- e. All invoices submitted to CITY OF KEY WEST by the CONSULTANT for work on assigned special projects shall show the number of hours worked, dates worked, rate, name and position of personnel performing the work and the amount due for services.
- f. For purposes of bid preparation and consideration for special projects under this contract, rates for the following personnel will be solicited:
 - i. Project Manager or Lead Consultant
 - ii. Project Engineer or Lead Planner
 - iii. Associate
 - iv. Staff Assistant
- ii. List of Potential Special Projects – this list is provided to the bidder for context in the development of a bid for this contract. This list provides information that will assist the bidder in understanding the types of tasks included in a special project that may be assigned under this contract and the skills necessary to complete the special project successfully.
 - 1. Development of a Continuity of Operations Plan
 - a. Provide professional services to develop a State of Florida compliant Continuity of Operations Plan (COOP) for CITY OF KEY WEST in Accordance with The State of Florida COOP cross-walk to address procedures to implement COOP activation. The COOP will be included as a Hazard Annex to the CEMP in the update. Planning will include integration of the National Incident Management System Plan (NIMS) and National Response Plan (NRP) and includes the following:
 - i. Provide technical support to the COOP Chairperson
 - ii. Facilitate COOP Committee Meetings as well as provide technical support
 - iii. Coach the COOP Planning Workgroup as well as provide technical support
 - iv. Coordinate the identification of Mission Essential Functions (MEFs) of CITY OF KEY WEST
 - v. Serve as COOP design coach
 - vi. Coordinate and assist in research
 - vii. Facilitate Orientation Seminars, COOP Workshop and Meeting

1. Facilitate development of the COOP plan and procedures which address the essential elements of the COOP:
 - a. Delegations of Authority
 - i. Orders of Succession
 - ii. Alternate Facilities
 - iii. Interoperable Communications
 - iv. Vital Records and Databases
 - v. Logistics and Administration
 - vi. Personnel Issues and Coordination
 - vii. Security
 - viii. Program Management and Maintenance
 2. Facilitate COOP training to be included in the CEMP Refresher Classes as identified in 1.c.i.2. above.
 3. Work with the CITY OF KEY WEST to identify alternate facilities and facilitate Alternate Facilities Site Surveys

2. Department Operations Center (DOC) Review and Recommendation
 - a. Provide professional services to review CITY OF KEY WEST's two DOC locations in light of the CEMP and provide a detailed list of recommendations to ensure continuity between the space to be used and the plan to be executed. These recommendations may include items such as: signage, equipment and supplies, building and space modifications, and activation protocols.

 - b. Recommendations are to be provided as part of a written report that includes a cross-walk identifying the space reviewed, the recommendation made, the related portion of the CEMP, and the estimated cost of implementing the recommendation. The report is to be provided in draft form and submitted to CITY OF KEY WEST for review and comment before the final report is submitted. The final reports should be submitted far enough in advance of the Annual CEMP Exercise to allow a reasonable time to allow recommendations to be implemented.

 - c. DOC Software Review and Specification
 - i. Provide professional services to review commercially available software used in DOC/EOC operations and provide an implementation recommendation to CITY OF KEY WEST. This implementation recommendation should include whether or not CITY OF KEY WEST needs to implement a DOC software package, and if so, provide a list of specifications for CITY OF KEY WEST to use in a potential competitive bid.

 - ii. Recommendations are to be provided as part of a written report that includes a cross-walk identifying the software package reviewed, the software package feature investigated and results, and the related portion of the CEMP. The report is to be provided in draft form and submitted to CITY OF KEY WEST for review and comment before the final report is submitted.

 - d. NIMSCAST
 - i. Provide professional services to coordinate and conduct an assessment of CITY OF KEY WEST's NIMS compliance and complete the NIMSCAST.

The NIMSCAST is a web-based assessment instrument for State and local governments to evaluate and report their jurisdictions achievement of all NIMS implementation activities released since 2004.

- ii. The assessment is to be provided as part of a written report that includes a cross-walk identifying the NIMS compliance activity reviewed, why the activity is or is not relevant to CITY OF KEY WEST, the assessment findings, and a corrective action plan for any deficiencies that may exist. The report is to be provided in draft form and submitted to CITY OF KEY WEST for review and comment before the final report is submitted.
 - iii. Upon completion of the final assessment report, the CONSULTANT will complete the NIMSCAST.
- e. Resource Typing
- i. Provide professional services to coordinate and conduct an assessment of CITY OF KEY WEST's asset inventory to develop the proper description for the asset Accordance to the NIMS / Florida Operations Guide (FOG) standard for Public Works
 - 1. http://www.fema.gov/pdf/emergency/nims/5087_public_works_resources.pdf.
 - 2. The assessment is to be provided as part of a written report that includes a cross-walk identifying the CITY OF KEY WEST asset number and the proper NIMS Resource Type Definition. The report is to be provided in draft form and submitted to CITY OF KEY WEST for review and comment before the final report is submitted.
 - a. Upon completion of the final report, develop and implement a plan to integrate the NIMS Typed Resources listing into the CEMP with a procedure for its proper use.

ATTACHMENT A

UNIT PRICE PROPOSAL FORM

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

PROPOSAL FROM:

Company: _____

Address: _____

Phone/ Fax: _____

to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of: **Professional Services for As-Needed Emergency Management Services**, located within CITY OF KEY WEST, Florida.

To: *CITY OF KEY WEST*
ATTN: CITY CLERK
525 Angela St.
P.O. Box 1409
Key West, FL 33040

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

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

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

**Table A – Time and Materials
 BID SCHEDULE**

Item	Quantity (Annual)	Unit Price (Fixed Fee)	Extended Total
TRAINING CLASSES (FIXED FEE)			
IS 300 – Intermediate Incident Command System	2	\$	\$
IS 400 – Advanced Incident Command System	2	\$	\$
CEMP Refresher Incident Commander (IC)	2	\$	\$
CEMP Refresher Information Technology Section Chief and Support Personnel	2	\$	\$
CEMP Refresher Public Information Officer (PIO)	1	\$	\$
CEMP Refresher Liaison Officer/EOC Rep. (LNO)	2	\$	\$
CEMP Refresher Safety Officer	1	\$	\$
CEMP Refresher Operations Section Chief and Operations Branch Directors	2	\$	\$
CEMP Refresher Planning Section Chief and Support Personnel	2	\$	\$
CEMP Refresher Logistics Section Chief and Support Personnel	2	\$	\$
CEMP Refresher Finance and Administration Section Chief and Support Personnel	1	\$	\$
COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP) UPDATE (FIXED FEE)			
COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP) UPDATE (FIXED FEE)	1	\$	\$
EXERCISES AND DRILLS (FIXED FEE)			
CEMP Exercise	1	\$	\$
ICS Forms Drill	1	\$	\$
Joint Information Center (JIC) Drill	1	\$	\$
PREPAREDNESS EVENTS (FIXED FEE)			
Family Preparedness Days	1	\$	\$
City Emergency Operations Center (EOC) Facilitation	1	\$	\$
Alternate City EOC Facilitation (IMT)	1	\$	\$
SPECIAL PROJECTS (HOURLY RATE)			
	Bid Hours	Hourly Rate	
Project Manager or Lead Consultant	80	\$	\$
Project Engineer or Lead Planner	120	\$	\$
Associate	80	\$	\$
Staff Assistant	40	\$	\$
TOTAL PROPOSED CONTRACT PRICE			\$

Confirmation of Signature of Unit Price Proposal Information

 Name of Proposer

 Title

 Signature of Proposer

ATTACHMENT B

PROPOSER'S GENERAL OPERATION PLAN

Detailed descriptions of how the Proposer would plan, organize, initiate, and evaluate:

- Annual reviews of the City's CEMP and Hazard Annex review,
- City associate emergency management training

ATTACHMENT C

Proposer's Qualifications Statement Form

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

1. Please describe your company in detail.

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

3. Company telephone number, fax number and e-mail addresses:

4. Number of employees:

5. Number of employees or subcontractors to be assigned to this project (per event) and what is capacity?

6. Company Identification numbers for the Internal Revenue Service:

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

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

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

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

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have previously performed work. List of ALL disaster response contracts performed in the last 5 years, including customer name, total contract amount and yards removed. Use a separate tab if necessary.

11.1.

Name _____

Address _____

Telephone No. _____

11.2.

Name _____

Address _____

Telephone No. _____

11.3.

Name _____

Address _____

Telephone No. _____

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

Table B-1: In Progress Contracts

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

(Continue list on insert sheet, if necessary.)

13. Has the Proposer or Representative inspected the proposed project site and does the Bidder have a complete plan for performance of disaster response services?
-
-

14. Provide list of subcontractor(s), the work to be performed and also a list of major materials suppliers for this Project?

Table B-2: Subcontractors

Sub Contractor Name	Address	Work to be Performed

(Continue list on insert sheet, if necessary)

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the City Manager.

15. What equipment do you own that is available for the work?

PROVIDE LIST IN ATTACHMENT E

16. What equipment will you purchase for the proposed work?
(Continue list on insert sheet, if necessary)
-
-

18. What equipment will you rent for the proposed work?
(Continue list on insert sheet, if necessary)
-
-

19. State the names of the proposed project team and include resumes, and give details of his or her qualifications and experience in managing similar work.
(Continue list on insert sheet, if necessary)

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

20.1 The correct name of the Bidder is:

20.2 The business is a (Sole Proprietorship) (Partnership) (Corporation).

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

SUBMITTED BY:

SIGNATURE
STATE OF FLORIDA)

PRINT NAME/ TITLE

_____) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 2010.
(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Signature of person taking acknowledgment)

ATTACHMENT D

Proposer's Most Current Financial Statement

ATTACHMENT E

List of Available Equipment and Facilities (Including Location)

(List may also be attached.)

QUANTITY	EQUIPMENT	TYPE

ATTACHMENT F

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

_____, ("AFFIANT"), being first duly sworn, deposes and says that:

1. AFFIANT is _____ of _____, (the "BIDDER") and has submitted the attached BID;
2. AFFIANT has personal knowledge of the matters set forth herein and is competent to testify;
3. AFFIANT is fully informed respecting the preparation and contents of the attached BID and all pertinent circumstances respecting the BID;
4. The BID is genuine and is not a collusive or sham BID;
5. Neither the BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including AFFIANT, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other BIDDER, firm, or person to submit a collusive or sham BID, or has in any manner, directly or indirectly, sought by contract or collusion or communication or conference with any other BIDDER, firm, or person to fix the price or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit, or cost element of the BID price or the BID price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against CITY OF KEY WEST or any person interested in the CONTRACT.

By: _____

(Corporate Seal)

Title: _____

Subscribed and sworn before me this ___ day of, _____ 20___, by _____, who is personally known to me or has produced _____ as identification.

Notary Public:

Print Name
My commission expires: _____

ATTACHMENT G

**Statement That Proposer is Familiar City's Comprehensive Emergency Management Plan
and Hazard Annexes**

ATTACHMENT H

Sample of proposer's training materials and certificates

ATTACHMENT I

Public Entity Crimes Certification

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to the City of Key West, Florida, by

_____ (print individual's name and title)

for

_____ (print name of entity submitting sworn statement)

whose business address is _____

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____):

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolocontendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

___ Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Judge determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(SIGNATURE)

(DATE)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

_____ who, after first being sworn by me,

_____ (name of individual) affixed his/her signature in the space

provided above on this _____ day of _____, 2011.

NOTARY PUBLIC

Printed Name

My commission expires:

ATTACHMENT J

Anti-Kickback Affidavit

STATE OF FLORIDA

SS:

COUNTY OF MONROE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

This sworn statement is submitted to the City of Key West, Florida, by

(print individual's name and title)

for _____

(print name of entity submitting sworn statement)

whose business address is _____

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

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

I, the undersigned, being hereby duly sworn, depose and say that no sum has been paid and no sum will be paid to any employee or elected official of the City of Key West as a commission, kickback, reward or gift, directly or indirectly, by me or any member of my company, or by any officer or agent of the corporation.

BY: _____

TITLE: _____

sworn and prescribed before me this ____ day of _____, 2011.

NOTARY PUBLIC, State of Florida
My commission expires:

ATTACHMENT K

Conflict of Interest Statement

Proposer must disclose the name of any person that is an employee of the City and also an officer, director, employee or agent of the Proposer, or a relative of an officer, director, employee or agent of the Proposer. Further, each Proposer must disclose the name of any City employee that owns, directly or indirectly, an interest of one percent (1%) or more in the Proposers company, its affiliates, or parent or subsidiary organizations.

Persons Name

Describe the Persons Possible Conflict of Interest

ATTACHMENT L

Acknowledgement of Conformance with FEMA / NIMS Standards

TO: CITY OF KEY WEST

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

ATTEST

PROPOSERS NAME

ATTEST

By: _____

Title: _____

DATE

ATTACHMENT M

**Copy of State of Florida Business License;
Corporate Filings; or Articles of Incorporation as
Required by the Secretary of State of Florida**

ATTACHMENT N

Provide Evidence of Insurability / Copy of Certificates of Insurance

THIS IS TO FURTHER CERTIFY THAT:

1. The company issuing the General Liability Coverage hereby agrees to waive any right of subrogation it may acquire against CITY OF KEY WEST, its engineers, its consultants, and all other parties named as insured by reason of any payment made on account of personal injury, bodily injury, including death resulting there from, sustained by any employee of the insured or property damage arising out of the performance or furnishing of work under the above referenced Agreement.
2. Each of the above described policies contains a provision or endorsement that the coverage afforded will not be canceled, adversely changed or non-renewed until at least thirty (30) days prior written notice has been given to CITY OF KEY WEST by certified mail.
3. Each of the above listed companies hereby agrees to deliver to CITY OF KEY WEST new Certificate(s) of Insurance at least fifteen (15) days prior to coverage renewals or binder within such period and a certificate within fifteen (15) days thereafter.
4. If requested, each of the above listed companies hereby agrees to deliver two (2) copies of the policies purchased by the Agent to CITY OF KEY WEST.
5. Each of the above listed companies is authorized to do business and has an agent for service of process in Florida and has an "A" policy holders rating and a financial rating of at least Class VIII in Accordance with the most current Best's rating. For self-insurance funds, financial statements are to be provided if requested by CITY OF KEY WEST. (AT CITY OF KEY WEST's option, a Best's rating or financial information regarding any self-insurance funds may be waived.)

ATTACHMENT O

**Copy of the Request for Proposal for Professional Services for Monitoring of Debris
Removal and Related Services Provider**

ATTACHMENT P

Request for Proposal for Professional Services for Monitoring of Debris Removal and Related Services Provider; Draft Contract Documents