

# CITY OF KEY WEST



## REQUEST FOR QUALIFICATIONS

RFQ # 26-001

FOR

Chief Building Official and Inspection  
Services

Mayor: Danise Henriquez

Commissioners:

Monica Haskell; District 1  
Donald Lee; District 3  
Gregory Veliz; District 5

Sam Kaufman; District 2  
Lissette Carey; District 4  
Aaron Castillo; District 6



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

---

***Solicitation Data***

Request Number: RFQ 26-001

Title: Chief Building Official and Inspection Services

Description: The City of Key West is requesting Qualifications Packages from experienced and qualified individuals or firms to provide Chief Building Official and Inspection Services for the City of Key West.

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

Issue Date: February 25, 2026

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

Clarification Submittal Deadline: March 02, 2026, 3 P.M. LOCAL TIME

Clarification Response Deadline: March 04, 2026, 3 P.M. LOCAL TIME

Qualifications Packages Due Date: March 11, 2026, 3 P.M. LOCAL TIME

# TABLE OF CONTENTS

## Contents

<b>Solicitation Data</b> .....	<b>2</b>
<b>GENERAL TERMS AND CONDITIONS</b> .....	<b>7</b>
<b>SPECIAL CONDITION</b> .....	<b>13</b>
PURPOSE.....	13
GENERAL QUALIFICATION REQUIREMENTS.....	13
LICENSING.....	13
EXECUTION AND TERM OF CONTRACT.....	14
QUALIFICATIONS PACKAGES FORMAT AND SIGNATURES.....	14
METHOD OF AWARD.....	14
EVALUATION CATEGORIES.....	17
DUE DATE.....	17
INSURANCE REQUIREMENTS.....	17
EXCEPTIONS TO SPECIFICATIONS.....	19
INQUIRIES.....	19
ATTACHED FORMS.....	19
VERIFICATION OF INFORMATION.....	20
GOODS/ SERVICES MAY BE ADDED OR DELETED.....	20
ACCEPTANCE OF QUALIFICATIONS PACKAGES / MINOR IRREGULARITIES.....	20
BACKGROUND INFORMATION.....	20
METHOD OF ORDERING.....	20
PAYMENT/ INVOICES.....	21
REFERENCES.....	21
RELATED EXPENSES/TRAVEL EXPENSES.....	21
AUTHORIZED SIGNATURE.....	21
<b>SCOPE OF SERVICES</b> .....	<b>22</b>
BACKGROUND.....	22
SCOPE OF SERVICES.....	22
QUALIFICATIONS PACKAGES SUBMITTAL INSTRUCTIONS.....	23
ASSIGNMENT.....	26
CONTRACT CANCELLATION.....	26
<b>AFFIDAVITS AND CERTIFICATIONS</b> .....	<b>26</b>
ANTI-KICKBACK AFFIDAVIT.....	27
NON-COLLUSION AFFIDAVIT.....	28
SWORN STATEMENT UNDER SECTION 287.133(3)(A).....	29
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.....	29
EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT.....	32
AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT.....	33
FOR LABOR OR SERVICES.....	33
CONE OF SILENCE AFFIDAVIT.....	34
VENDOR CERTIFICATION REGARDING.....	38
SCRUTINIZED COMPANIES LISTS.....	38
CITY OF KEY WEST INDEMNIFICATION FORM.....	39
LOCAL VENDOR CERTIFICATION.....	41
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798.....	41
THE CITY OF KEY WEST E-VERIFY AFFIDAVIT.....	42
<b>EXHIBIT B - <a href="#">Federal Contract Clauses</a></b> .....	<b>61</b>





# City of Key West

## Request for Qualifications

### Chief Building Official and Inspection Services

#### RFQ No. 26-001

NOTICE: Pursuant to Sec. 2-768 of the City's Code of Ordinance, sealed Qualifications Packages for consideration to provide the services detailed in the scope of services listed throughout this solicitation, shall be received until **3:00 P.M. on March 11, 2026**. The submittals shall be clearly marked "**RFQ No. 26-001 – Chief Building Official and Inspection Services**".

**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 Qualifications Packages package on each flash drive. Qualifications Packages are to be enclosed in sealed envelopes, clearly marked on the outside "SEALED QUALIFICATIONS PACKAGES FOR RFQ No. 26-001 Chief Building Official and Inspection Services" 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](http://www.Cityofkeywest-fl.gov)) under Finance and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Key West reserves the right to accept any Qualifications Packages 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 Qualifications Packages and re-advertise, if in the best interest of the City.

## **PROJECT OVERVIEW**

By way of this Request for Qualifications (“hereinafter referred to as “RFQ”), the City of Key West (“hereinafter referred to as the “City”) is soliciting Qualification Packages from qualified and interested parties, persons, or firms, to perform Chief Building Official and Inspection Services for City. Through the process described herein, persons and/or firms interested in assisting the City with the provision of the services must prepare and submit a Qualifications Package in accordance with the procedure and schedule in this RFQ. The City will review submittals only from those persons and/or firms that submit a Qualifications Package that includes all the information required to be included as described herein.

The City intends to use the Qualifications Package submitted in response to this RFQ to rank the Proposers according to the most qualified and to then initiate contract negotiations with the top ranked Proposer(s). The City, on an as needed basis, may periodically issue additional specific projects and assignments to the selected Proposer(s). The selected Proposer(s) shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines.

All inquiries must reference **RFQ No. 26-001 – Chief Building Official and Inspection Services** in the subject line and should be directed to the following email at [lucas.torresbull@Cityofkeywest-fl.gov](mailto:lucas.torresbull@Cityofkeywest-fl.gov). No phone calls will be accepted in reference to this solicitation. Any communication regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFQ, supplements or revisions will be made available via written Addendum.

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates. It should be noted that any Qualifications Packages received after the response deadline will not be considered.

# **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 Qualifications Packages in response to this RFQ/RFP/ITB, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subconsultants. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

### **Proposer/Consultant/Submitter**

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

### **Successful Proposer/Consultant/Submitter**

The Proposer whose Qualifications Packages to this solicitation is deemed to be the most advantageous to the City. A Proposer 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) Qualifications Packages / Submittals**

The written, sealed document submitted by the Proposer 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 Proposer after the deadline for receipt of submittals. Questions from potential and/or actual Proposers 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 Proposers.

### **(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 Proposers via DemandStar. Addendum will be uploaded to DemandStar, 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 Proposers for the preparation of a Qualifications Packages related to this procurement, or for any negotiations related to potential award of the Contract.

## **1.4 EXAMINATION OF DOCUMENTS**

The Proposer 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 Proposer 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). Proposers 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 QUALIFICATIONS PACKAGES**

A Proposer may, without prejudice, withdraw, modify, or correct the Qualifications Packages 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 Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer 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 Qualifications Packages prior to delivery, it shall be the responsibility of the Proposer 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 QUALIFICATIONS PACKAGES**

#### **(i) Incurred Expenses**

The City is not responsible for any expenses which Proposers may incur for preparing and submitting Qualifications Packages 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 Proposer 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 Proposers(s) modify a submittal to more fully meet the needs of the City.

#### **(iv) Bid Acknowledgment**

By submitting a Qualifications Packages, the Proposer/Proposer 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 Qualifications Packages for any reason whatsoever, and waive minor irregularities in any submittal.

#### **(vi) Submittals Binding**

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

#### **(vii) Alternate Qualifications Packages/ Statement/ Qualifications Packages**

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

#### **(viii) Economy of Preparation**

Qualifications Packages should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the Qualifications Packages.

#### **(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 Proposers should be aware that RFQ/RFP/ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their Qualifications Packages which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All Qualifications Packages received from Proposers in response to this RFQ/RFP/ITB shall become the property of the City of Key West and shall not be returned to the Proposer. 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 Proposers 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**

Proposer 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 Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer 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 Proposer may be disqualified from furnishing the goods or services for which the Qualifications Packages is submitted and may be further disqualified from submitting any future Qualifications Packages for goods or services to City. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a Qualifications Packages to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer 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.

The Cone of Silence shall be imposed on this RFQ/RFP/ITB upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFQ/RFP/ITB between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFQ/RFP/ITB between the Mayor, Commission members and any member of the Mayor and Commission's professional staff;
- (3) Any communication regarding this RFQ/RFP/ITB between potential vendor, service provider, Proposer, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFQ/RFP/ITB between the Mayor, Commission members and any member of the selection committee therefore;
- (5) Any communication regarding this RFQ/RFP/ITB between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFQ/RFP/ITB between a potential vendor, service provider, Proposer, lobbyist or consultant and the Mayor or Commission.

Pursuant to Section 2-773 (d)(2), the Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation. Or, at the deadline for submission of responses to the solicitation, if only one vendor has responded.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-Qualifications Packages meetings and/or conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Commission during any duly noticed public meeting;
- (4) written communications regarding a particular RFQ, RFP, or Qualifications Packages between

a potential vendor, service provider, Proposer, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFQ, RFP, or Qualifications Packages, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of Proposer/Proposers regarding a particular Qualifications Packages/Qualifications Packages during the time period between the opening of Qualifications Packages and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFQ/RFP/ITB;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Proposer, Proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular Proposer or Proposer shall render the RFQ/RFP/ITB award or Qualifications Packages award to said Proposer or Proposer voidable by the City Commission and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

Compliance with Section 2-773, City Code of Ordinances (Cone of Silence), is a material condition of this solicitation. Any communication that violates the Cone of Silence shall render the related Qualifications Packages non-responsive; such non-responsiveness is absolute and may not be cured, waived, or otherwise excused by the City, its staff, or the City Commission. A finding of non-responsiveness under this paragraph shall result in automatic rejection of the Qualifications Packages and disqualification of the Proposer from further consideration in this procurement.

#### **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 Qualifications Packages, Proposer acknowledges that the materials submitted with the Qualifications Packages and the results of the City of Key West evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Qualifications Packages.

#### **1.13 CANCELLATION**

In the event any of the provisions of this RFQ/RFP/ITB are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer 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 Proposer 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 Proposer shall be the responsibility of the Awarded Proposer.

#### **1.16 TERMINATION FOR DEFAULT**

If the Awarded Proposer 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 Proposer 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 Proposer was not in default or (2) the Awarded Proposer'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 Qualifications Packages (government) contracts for the purchase of these goods and/ or services as may be available.

**1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION**

The Upon award recommendation or thirty (30) days after the opening of RFQ/RFP/ITB responses, whichever is earlier, any material submitted in response to this Request for Qualifications Packages will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications Packages 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 Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer 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 Proposer understands that any capital expenditures that the Awarded Proposer 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 Proposer 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 Proposer. If Awarded Proposer 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 Proposer/Proposer, 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 Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer 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 Proposer, 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 Proposer 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 Proposer, its employees, agents, or subconsultants.

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

- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer'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 Proposer will be required to comply with Ordinance Sec 2-799 –Provide Equal Benefits for Domestic Partners.

**1.26 LIMITATION ON USE OF OFFICIAL SEAL**

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

END OF SECTION 1

## ***SPECIAL CONDITION***

### **PURPOSE**

The City of Key West is soliciting qualifications from experienced and qualified firm(s) to provide Chief Building Official Services. These services may include but are not limited to: managing the permitting and inspection processes; ensuring compliance with applicable building codes and regulations; supervising inspection staff; and upholding the integrity, safety, and efficiency of the City's building operations.

The City anticipates entering into an agreement with one or more qualified firms for an initial term of three (3) years, with the option to renew for an additional two (2) years. While the contract may be extended beyond the initial term, no minimum level of services or compensation is guaranteed.

All Proposers must comply with all applicable federal, state, and local laws and regulations.

This solicitation is a Request for Qualifications (RFQ). Any reference to 'proposal,' 'bid,' or 'price' is intended solely for evaluation purposes and does not convert this RFQ into a price-based solicitation.

### **GENERAL QUALIFICATION REQUIREMENTS**

The City of Key West is seeking Chief Building Official and Inspection Services. Proposers should clearly outline in their Qualification Package the specific disciplines and experience they can provide to the City.

The qualification criteria applied to the selections of firms for further consideration are the following:

- Licensure by DBRP:
  - Must hold a Florida Building Code Administrator license, issued by the DBRP's Building Code Administrators and Inspection Board (BCAID)
- Experience Requirements:
  - At least ten (10) years of experience in the construction industry, building code inspection, or plan review, of which, five (5) years must be in supervisory roles, or
  - A combination of education and experience as defined in F.S. 468.609 (e.g., engineering, architecture, construction management degree may substitute for some experience).
- Education:
  - High School diploma or equivalent required.
  - Higher education in construction, engineering, or architecture is preferred and may count toward experience under Florida Statute
- Certifications (Required by Statute):
  - Florida Building Code Administrator License (certified under Florida Statute 468.609)
  - May also require additional certifications depending on local jurisdiction needs (e.g.,

plan examiner, inspector certifications).

- Good Standing:
  - Must be in good standing with the DBPR; no unresolved disciplinary actions.
- Knowledge and Skill:
  - Strong understanding of the Florida Building Code, local ordinances, zoning regulations, and construction safety standards.
  - Ability to interpret complex plans, conduct inspections, and ensure compliance with applicable laws.
  - Leadership and supervisory skills to manage inspection staff and coordinate with City departments.
- Optional/Preferred Qualifications:
  - Certification as a Certified Building Official (CBO) by the International Code Council (ICC) – often preferred though not required by Florida Law.
  - Experience with permitting software systems (e.g., Tyler Technologies, Accela).
  - Experience working for municipal government or public agency.

## **LICENSING**

Pursuant to Section 607.1503(1), Florida Statutes, any corporation or out-of-state corporation transacting business in the State of Florida is required to obtain a valid Florida Certificate of Authorization from the Florida Department of State, Division of Corporations. The Successful Proposer(s) shall, at the time of award, provide evidence of all required occupational or business licenses and current State of Florida registration. State registration records may be obtained through the Florida Department of State's Division of Corporations website ([www.sunbiz.org](http://www.sunbiz.org)).

Proposers must possess all licenses, registrations, and certifications required to perform the services described in this solicitation. Failure to maintain the required licensure or certifications may result in disqualification of a Qualification Package or termination of any resulting agreement. Copies of all applicable licenses and certifications shall be submitted as part of the Qualification Package.

All Building Official, inspection, and plan review services shall be performed exclusively by individuals holding active licensure issued by the Florida Department of Business and Professional Regulation (DBPR), including, as applicable, certification by the Building Code Administrators and Inspectors Board (BCAIB).

## **EXECUTION AND TERM OF CONTRACT**

The City and the Awarded Proposer(s) shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFQ through action taken by the City Commission at a fully authorized meeting. If the Proposer(s) 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 Proposer(s), or re-

advertised, as determined by the City.

The initial contract resulting from this solicitation will be effective for a three (3) year period, starting from the contract's initial effective date. Upon completion of the initial term, or prior to its expiration, the City may choose to renew the contract for one (1) additional two (2) year period, extending the total contract duration to a maximum of five (5) years. The Awarded Proposer(s) must maintain the same terms and conditions, including all insurance requirements, throughout the entire duration of the contract and any renewal period. Continuation of the contract beyond the initial term, and any subsequent renewals, is at the sole discretion of the City and is not an entitlement of the Awarded Proposer(s). This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

### **QUALIFICATIONS PACKAGES FORMAT AND SIGNATURES**

To receive consideration, the Qualifications Package must be submitted as provided by the City. This Request for Qualifications must be resubmitted in its entirety, with all forms and addendum executed, each section signed as read and understood, and the response forms completely filled out. Qualification Packages must be typewritten or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Qualification Packages by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Qualification Packages 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.

### **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 Proposers. In order to be deemed responsive the Qualifications Package must meet or exceed the qualification requirements and contain all the required forms listed in this solicitation. The City of Key West shall be the sole judge in determining the Proposer's qualifications.

The City anticipates awarding one contract but reserves the right to award more than one if it is in the best interests of the City to do so.

The Proposer(s) acknowledges that this RFQ does not constitute an offer or a contract with the City. A contract will not be considered binding until the Qualifications Packages are reviewed and accepted by the designated staff, the best Qualifications Package is selected, negotiations with the selected firm(s)/individual(s) are authorized by the appropriate City authority, and an

agreement is executed and approved by the appropriate level of authority within the City.

The City, at its sole discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for the contract. Also, hourly rates, responsibility, and responsiveness of the Proposer, 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.

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

The City's Selection Committee will evaluate the Qualifications Packages and select the Proposer(s) deemed most qualified and in the best interest of the City. The City will be the sole judge of its own best interests, the Qualification Packages, and any resulting negotiated agreement. The City's decisions will be final. The purpose of the Evaluation Process is to assess the Qualification Packages submitted in response to this Request for Qualification

#### **PHASE I – EVALUATION**

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

Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the categories listed below. The points awarded for each Category will be totaled, ranked, and tabulated to determine the top ranked firm(s)/individual(s) and provided to the City Commission for consideration.

#### **PHASE II – SELECTION**

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

Upon approval of the City Commission, a contract shall be awarded to one or more Proposer(s) selected as the most responsible, responsive Proposer(s) meeting all selection criteria. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Key West reserves the right not to award or reject Qualification Packages from vendors that are currently in litigation with the City of Key West or as a result of any prior lawsuit with the City of Key West.

### **EVALUATION CATEGORIES**

**Evaluation Criteria** - Qualification Packages will be scored and ranked, based on the following criteria and points:

Category	Points
1. Qualifications and Relevant Experience: <ul style="list-style-type: none"> <li>• Prior experience serving as a Chief Building Official in Florida.</li> <li>• Experience with building inspections services (commercial, residential, marine, historic).</li> <li>• Knowledge of Florida Building Code, FEMA regulations, and local ordinances.</li> <li>• International Code Council (ICC) and state licensure.</li> <li>• Experience with plan review, permitting, and enforcement.</li> <li>• Experience with digital permitting and inspections software.</li> </ul> Also Evaluated: <ul style="list-style-type: none"> <li>• Staff qualifications, including licensure and certifications.</li> <li>• Safety and risk mitigation procedures.</li> <li>• Quality control practices.</li> <li>• Number and types of similar municipal contracts previously performed.</li> <li>• Methods used to ensure code compliance and efficiency.</li> </ul>	30
2. References and Quality of Past Performance: <ul style="list-style-type: none"> <li>• Performance on similar government contracts.</li> <li>• Responsiveness, professionalism, and client satisfaction.</li> <li>• Demonstrated ability to work collaboratively with City Departments.</li> </ul>	25
3. Project Approach – Ability to Meet Requirements: <ul style="list-style-type: none"> <li>• Proposed staffing assignments and availability.</li> <li>• Coverage plan for vacations, illness, and peak workloads.</li> <li>• Inspection scheduling process and turnaround time.</li> <li>• Communication with contractors and the public.</li> </ul> Project Management: <ul style="list-style-type: none"> <li>• Workflow and recordkeeping procedures.</li> <li>• Use of Technology (inspection apps, reporting platforms).</li> <li>• Protocol for issuing notices, violations, stop-work orders.</li> </ul>	25
4. Other Information: <ul style="list-style-type: none"> <li>• Value-added services (e.g., public education, technology integrations).</li> <li>• Familiarity with City of Key West Building Code and environment.</li> <li>• Prior or current clients in Florida, South Florida, or Key West.</li> </ul>	10
6. Project Schedule and Deliverables: <ul style="list-style-type: none"> <li>• Proposed transition plan and timeline to assume responsibilities.</li> <li>• Milestones, reporting deadlines, and deliverables.</li> </ul>	10

	<ul style="list-style-type: none"> <li>• Ability to meet urgent inspections requests.</li> </ul>	
7.	Litigation: <ul style="list-style-type: none"> <li>• History of litigation, claims, or contract disputes.</li> <li>• Current legal actions that may affect contract performance.</li> </ul> Score: 0 if clean, up to -5 if incomplete or missing.	-5 to 0
<b>Total Points</b>		100

**DUE DATE**

All Qualification Packages are due no later than **March 11, 2026, at 3:00 P.M. Local Time** Qualification Packages received will be publicly opened on the date and the time specified. All Qualification Packages received after that time shall be returned unopened.

Qualification Packages must include qualifications, experience, and other pertinent information for consideration, as indicated in this Request for Qualifications. Qualification Packages received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Qualification Packages shall be decided in the favor of the City. The City cannot be responsible for Qualification Packages received after opening time and encourage early submittal.

All information required by the Request for Qualifications must be supplied to constitute a responsive submittal.

**INSURANCE REQUIREMENTS**

Successful Proposers shall maintain, at their sole expense and during the term of this Agreement, all insurance requirements in accordance with this solicitation document.

**Please Note:** The certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of Insurance (COI), reflecting evidence of the required insurance, shall be provided to the City, in accordance with policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

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

**At the time of the award, the selected Proposer 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 on the Qualification Package. Any exceptions to these Sections may cause the Qualification Packages to be considered non-responsive.

## **INQUIRIES**

Any questions regarding this solicitation shall be directed in writing to the Procurement Manager Contacted via email at [lucas.torresbull@Cityofkeywest-fl.gov](mailto:lucas.torresbull@Cityofkeywest-fl.gov). All inquiries must have in the subject line the following: **RFQ No. 26-001 – Chief Building Official and Inspection Services**. If your request is seeking a public record, such as a Proposer(s) list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFQ must submit them via email **on or before 3:00 P.M. on Monday, March 04, 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 Proposers on DemandStar, also available via link on the City's website.

## **ATTACHED FORMS**

- 2.1.1 Anti-kickback Affidavit
- 2.11.2 Non-Collusion Affidavit
- 2.11.3 Sworn Statement Pursuant to Section 287.133(3)(A), on Public Entity Crimes
- 2.11.4 Equal Benefits for Domestic Partners Affidavit
- 2.11.5 Cone of Silence Affidavit
- 2.11.6 Affidavit Attesting to Noncoercive Conduct for Labor or Services
- 2.11.7 Vendor Certification Regarding Scrutinized Companies Lists
- 2.11.8 Indemnification Form
- 2.11.9 Local Vendor Certification
- 2.11.10 E-Verify Affidavit

**The above referenced forms are included in 'Affidavits/Certifications', Section 4 of this solicitation. Please ensure that you read these forms, and all others contained within Section 4 thoroughly, and return them signed and notarized where required. Qualification Packages received with incomplete forms may be deemed unresponsive.**

## **VERIFICATION OF INFORMATION**

The City may verify the information submitted by the Proposer(s) and may obtain and evaluate additional information, as it deems necessary to ascertain the submitter's ability to perform under

this solicitation. The City shall be the sole judge of a submitter's ability to perform, and its decision shall be final.

### **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 Proposer(s) 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 Proposer(s).

### **ACCEPTANCE OF QUALIFICATIONS PACKAGES / MINOR IRREGULARITIES**

The City reserves the right to accept or reject any or all Qualification Packages, or any part thereof, and to waive minor irregularities or deviations from the specifications in the Qualification Packages, provided such deviations do not make the Qualification Packages conditional in nature. The City may also waive minor irregularities in the solicitation process. A minor irregularity is defined as a variation from the solicitation that does not affect the price of the contract, does not provide a Proposer with an advantage or benefit not available to other Proposers, does not adversely impact the interests of other firms or individuals, and does not undermine the fundamental fairness of the solicitation process.

The City reserves the right to disqualify Proposer(s) 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 Proposer.

### **BACKGROUND INFORMATION**

The City reserves the right, before awarding the contract to require Proposer(s) to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical, and other qualifications and abilities of the Proposer(s), including past performance (experience) with the City.

### **METHOD OF ORDERING**

Services under this agreement shall be initiated only upon a written Task Order issued by an authorized representative of the City of Key West and approved via a corresponding Purchase Order (PO). Each Task Order must be associated with an approved PO prior to commencement of any work.

Invoices must reference the specific Purchase Order number and shall be submitted separately for each Task Order. The City will not be responsible for payment of any services rendered

without prior written authorization and a valid Purchase Order.

### **PAYMENT/ INVOICES**

Payment terms will be considered to be net-forty-five (45) days after the date of satisfactory delivery at the place of acceptance and receipt of the correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Invoices must reflect sufficient details to demonstrate compliance with the terms and conditions of the contract. After services have been performed, the user department will evaluate services provided in accordance with the specifications. Failure in the awarded Proposer(s) responsibility as outlined may result in either one or any of the following as determined by the City:

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

### **REFERENCES**

As part of the RFQ evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. The Proposer's submission of an RFQ constitutes acknowledgment of the process and consent to investigate.

### **RELATED EXPENSES/TRAVEL EXPENSES**

All costs including travel are to be included in your Qualification Packages. The City will not accept any additional costs.

### **AUTHORIZED SIGNATURE**

The initial response must contain the signature of a duly authorized officer or agent of the proposer's company empowered with the right to bind the respondent to the RFQ. The respondent must provide evidence of the authority of the officer or agent to bind the respondent.

END OF SECTION 2

## **SCOPE OF SERVICES**

### **BACKGROUND**

Key West is an island City some 4 miles long by 1.5 miles wide. The island is located at the southern end of U. S. Highway 1, 153 miles southwest of Miami, Florida and 93 miles northwest of Havana, Cuba. Key West is the county seat of Monroe County. The City occupies the entire island as well as a portion of neighboring Stock Island to the northeast. The principal industry is tourism and Commercial/Charter boat fishing. Thus, a large portion of the workforce is in the service industry in addition to governmental agencies and schools.

The City's estimated permanent population in 2023 was 26,000. In addition to the permanent population, the City is a world-renowned tourist destination and a popular location for second homes. The total number of people in Key West on an average day, including permanent residents, seasonal residents, the maritime population, overnight tourists, day-trippers, cruise ship visitors, commuters, and shoppers, is estimated to be over 50,000. This number would spike significantly during special events such as Fantasy Fest or New Year's Eve.

The City operates under the commission-manager form of government with six district Commissioners and one Mayor at large. The City Commission appoints the members of several volunteer boards and commissions who carry out responsibilities specified by State law, the City Charter, and local ordinances. These boards and commissions include the Planning Board, the Historic Preservation Committee, Tree Commission, Special Advisory Committees are also appointed by the City Commission to provide community input on issues and projects as needed. Currently, these boards include, Key West Bight Management District Board, Parks & Recreation Advisory, Bahama Village Redevelopment Advisory Committee, Arts in Public Places Advisory Board, Contractors Examining Board and the Environmental Sustainability Board.

### **SCOPE OF SERVICES**

Upon request by the City, the Contractor shall provide plans review services required under the Florida Building Code ("FBC") that would otherwise be performed by City of Key West Building Department personnel.

Plans review services may include, but are not limited to, review of the following disciplines, as authorized by the City through individual task orders:

- Architectural Plans Review, including ADA compliance
- Structural Plans Review

- Mechanical, Electrical, and Plumbing (MEP) Plans Review

Each discipline shall be reviewed by a plans examiner or engineer duly licensed by the State of Florida.

The Contractor shall review project documents for compliance with all applicable Florida Building Codes and related regulatory requirements. Review comments, if any, shall be communicated to the applicant through the City's Planning and Permitting Software. Upon approval, the Contractor shall provide signed and sealed Plan Compliance Affidavits for each applicable discipline, certifying that the reviewed documents comply with FBC standards.

The services identified herein are representative in nature and do not limit the Contractor from performing additional plans review services of a similar or related nature, provided such services are requested by the City and authorized through a written task order.

### **Plans Review Procedures and Requirements**

- Plans review services shall be expedited when requested by the City and as mutually agreed upon by the City and Contractor.
- Electronic signed and sealed plans, Notices of Acceptance (NOAs), and all supporting documentation must be submitted in PDF format to initiate the review process.
- Upon approval of all applicable disciplines, the Contractor shall provide signed and sealed Plan Compliance Affidavits for each reviewed discipline.
- Fire-related plans reviews shall be processed through the City of Key West Fire Department.
- Plans reviews shall be completed within the timeframes established in this solicitation, unless otherwise agreed to in writing by the City and Contractor.

### **Inspection Services**

#### **Scope of Inspection Services**

Upon request by the City, the Contractor shall provide inspection services required under the Florida Building Code. Inspections shall be performed by inspectors or engineers licensed by the State of Florida and shall be conducted on an as-requested basis through the City's Planning and Permitting Software.

Inspections shall occur only after issuance of the applicable permits by the City of Key West Building Department. All required revisions, approved plans, and shop drawings shall be reviewed and approved by the City and made available at the job site prior to inspection.

The inspection services described herein are not intended to be exhaustive and may be supplemented with additional inspection services authorized by the City through individual task orders.

### **Proposed Inspection Services**

Inspection services may include, but are not limited to, the following:

- Building Inspections (drywall, insulation, framing, fire penetration, window, door buck, final)
- Roofing Inspections (insulation, in-progress, and final inspections for membrane systems; additional inspections as required by roof type)
- Mechanical Inspections (rough, final, ductwork where applicable)
- Electrical Inspections (rough, low voltage, underground, final)
- Plumbing Inspections (rough and final)

### **Inspection Procedures and Requirements**

- The City and Contractor shall mutually establish a cutoff time on the business day prior to inspection by which inspection requests must be submitted through Planning and Permitting Software.
- Inspection results shall be entered directly into the City's Planning and Permitting Software system by Contractor personnel.
- Threshold inspections and associated reports are expressly excluded from the scope of this Agreement unless separately authorized by the City through a task order.
- Inspections shall be completed and reported within the turnaround times identified in this solicitation, unless otherwise mutually agreed in writing.

### **Building Official Services**

#### **Scope of Building Official Services**

Upon request by the City, the Contractor shall provide Building Official services as required by the Florida Building Code through a State of Florida licensed Building Code Administrator.

Building Official services may include, but are not limited to, the following functions, as authorized by the City through task order:

- Following approval of plans review, permits shall be issued by the City of Key West Building Department.
- Upon approval of all required final inspections, Certificates of Completion, Certificates of Occupancy, or Conditional 90-Day Temporary Certificates of Occupancy shall be issued by the City of Key West Building Department, subject to approval by the Contractor's designated Building Official.

Routine Building Official services may be authorized on a continuing basis. Discrete services, supplemental inspections, or additional disciplines shall be authorized by individual Task Orders issued by the City's Contract Administrator

## **QUALIFICATIONS PACKAGES SUBMITTAL INSTRUCTIONS**

### **Response Content**

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

#### **Tab 1. Cover Letter and Executive Summary**

The cover letter must include the Consultant's full legal name, physical address, phone number, and the primary contact person(s). It should introduce the firm with a concise overview of its history, corporate structure, location of the headquarters and local office(s), years in business, names of principals, and total number of employees.

State the jurisdiction in which the firm is incorporated or organized. If incorporated outside of Florida, provide proof of authorization to conduct business within the State. Include a copy of the Corporate Charter Registration, if applicable.

Identify the lead individual responsible for this Qualifications Packages and summarize the firm's understanding of the Chief Building Official and Inspections scope of services. Include a statement of commitment to perform and complete the work, signed by an individual with authority to legally bind the firm.

#### **Tab 2. Qualifications and Relevant Experience**

Describe the firm's structure (e.g., corporation, sole proprietorship, LLC) and list the individuals

with an ownership interest. Identify the project manager and key personnel, including sub-consultants, with roles and relevant experience in:

- Building code administration and enforcement
- Oversight of municipal permitting and inspections
- Interpretation and application of Florida Building Code (FBC)
- Construction plan review and approvals
- Supervision of inspectors and staff
- Administration of construction-related ordinances

Provide résumés for key team members, including licensure, certifications (e.g., Certified Building Official, Florida licensure), and areas of specialization. Include a statement confirming that the proposed team will remain on the project throughout its duration.

Also include the firm's history of similar municipal or county-level projects, particularly those involving building inspection services, code compliance, or acting as outsourced Chief Building Officials.

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

Provide a list of previous relevant projects that includes:

- Client name and contact information
- Project start and end dates
- Description of services provided, including responsibilities as Building Official, plan reviewer, and inspector
- Project budget and contract value

Include at least three (3) letters of reference from past clients, preferably municipalities, demonstrating client satisfaction with similar services.

### **Tab 4. Project Approach**

#### **Project Approach**

Provide a detailed narrative describing your understanding of the Chief Building Official and Inspection services required, including the process for:

- Oversight of permitting and inspections
- Coordination with City staff, contractors, and regulatory agencies
- Code enforcement and plan review methodologies
- Communication and documentation procedures
- Proposed management structure and personnel assignments

Include a proposed work plan, timeline, and any innovative or technology-enhanced approaches to managing inspections and building compliance (e.g., online permit tracking, digital plan review).

**Tab 5. Other Information / Value Added Options / Contract Deviations / Other Clients/ Local Familiarity**

Highlight any unique qualifications, tools, or methodologies that will provide value to the City of Key West, including:

- Local knowledge or past experience working with the City or in Monroe County
- Technology systems to streamline permitting, plan review, or inspections
- Training programs for inspectors and City staff
- Enhanced reporting tools or dashboards for performance metrics

Also disclose any information or system access required from the City (e.g., access to City permit systems or GIS).

Provide a disclosure of current or former clients that could pose a conflict of interest.

**Tab 6 – Cost Effectiveness**

Proposers shall submit a comprehensive and detailed cost schedule demonstrating the overall cost effectiveness of the proposed services. At a minimum, the cost schedule shall include the following:

- Hourly billing rates for key personnel, including but not limited to plans examiners, inspectors, engineers, and Building Official staff
- Flat or unit-based fees, if applicable, for specific plans review or inspection services
- Identification of any reimbursable expenses and a clear description of any additional or ancillary charges not otherwise included in the proposed rates
- A total estimated annual cost for services, based on the assumed workload identified in this solicitation or as reasonably estimated by the Proposer

All proposed rates and costs shall be fully inclusive of labor, travel, administrative expenses, overhead, profit, and any other direct or indirect costs necessary to perform the services, unless expressly identified otherwise. No additional compensation shall be permitted except as authorized in writing by the City through an approved task order.

**Tab 7 Project Schedule and Deliverables**

Provide a high-level project schedule that reflects the anticipated workflow, staff availability, and estimated timelines for key deliverables. Examples of deliverables may include:

- Weekly inspection reports
- Monthly permitting activity summaries

- Annual code enforcement review
- Project tracking logs

Confirm that inspection visit costs are included in the cost Qualifications Packages.

### **Tab 8 Litigation**

Provide the following information:

- Litigation history
- Disclosure of conflicts
- Pending claims affecting performance

### **Tab 9. City Forms**

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

#### **Forms:**

- **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 Vendor Certification**
- **City of Key West E-Verify Affidavit**
- **Noncoercive Conduct Affidavit**
- **Scrutinized Companies Certification**

### **ASSIGNMENT**

The awarded Proposer(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the City. Such consent may be withheld for any reason in the sole discretion of the City Commission.

### **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 Awarded Proposer, and Awarded Proposer 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 and twenty (120) days written notice to the City Manager.

END OF SECTION 3

## ***AFFIDAVITS AND CERTIFICATIONS***

**THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THE RFQ.**

**PROPOSERS SHALL SUBMIT THE SUBSEQUENT FORMS.**

### **LIST OF ATTACHED FORMS:**

1. Anti-kickback Affidavit
2. Non-Collusion Affidavit
3. Sworn Statement Pursuant to Section 287.133(3)(A), on Public Entity Crimes
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence Affidavit
6. Affidavit Attesting to Noncoercive Conduct for Labor or Services
7. Vendor Certification Regarding Scrutinized Companies Lists
8. Indemnification Form
9. Local Vendor Certification
10. E-Verify Affidavit

**ANTI-KICKBACK AFFIDAVIT**

STATE OF \_\_\_\_\_)

: SS

COUNTY OF \_\_\_\_\_)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:\_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of [\_\_\_] physical presence or [\_\_\_] online notarization, this day of, 20\_\_\_\_, by\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public- State of Florida)

(NOTARY SEAL)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF

: SS

COUNTY OF

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

BY: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of [\_\_\_] physical presence or [\_\_\_] online notarization, this day of, 20\_\_\_\_, by\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public- State of Florida)

(NOTARY SEAL)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

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

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

1. This sworn statement is submitted with Bid or Qualifications Packages for \_\_\_\_\_

2. This sworn statement is submitted by: \_\_\_\_\_  
(Name of entity submitting sworn statement)  
whose business address is:  
\_\_\_\_\_

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

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

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is: \_\_\_\_\_

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (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 a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer 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 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 THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)\_\_\_\_\_

(Date)\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of [\_\_\_] physical presence or [\_\_\_] online notarization, this day of, 20\_\_\_\_, by\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public- State of Florida)

(NOTARY SEAL)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced\_\_\_\_\_

**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 to (or affirmed) and subscribed before me by means of [\_\_\_] physical presence or [\_\_\_] online notarization, this day of, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public- State of Florida)

(NOTARY SEAL)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

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

Entity/Vendor Name: \_\_\_\_\_  
Vendor FEIN: \_\_\_\_\_  
Vendor's Authorized Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

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

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

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

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

Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONE OF SILENCE AFFIDAVIT**

Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)

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 (attached).

By: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of [\_\_\_] physical presence or [\_\_\_] online notarization, this day of, 20\_\_\_\_, by\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public- State of Florida)

(NOTARY SEAL)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced\_\_\_\_\_

Sec. 2-773. Cone of Silence.

- a. Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

(1) Competitive solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for Qualifications Packages ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

(2) Cone of silence means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.

(3) Evaluation or selection committee means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a City official for the purposes of subsection (c) below.

(4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.

(5) Vendor's representative means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.

- b. Prohibited communications. A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

(1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the City's administrative staff including, but not limited to, the City manager and his or her staff;

(2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, City commissioners, or their respective staff;

(3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a City evaluation and/or selection committee; therefore, and

(4) Any communication regarding a particular competitive solicitation between the mayor, City commissioners, or their respective staff, and a member of a City evaluation and/or selection committee, therefore.

- c. Permitted communications. Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any City employee, official or member of the City commission;
  - (2) Communications in writing at any time with any City employee, official or member of the City commission, unless specifically prohibited by the applicable competitive solicitation. (A) However, any written communication must be filed with the City clerk. Any City employee, official or member of the City commission receiving or making any written communication must immediately file it with the City clerk.  
  
(B) The City clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
  - (3) Oral communications at duly noticed pre-bid conferences;
  - (4) Oral presentations before publicly noticed evaluation and/or selection committees;
  - (5) Contract discussions during any duly noticed public meeting;
  - (6) Public presentations made to the City commission or advisory body thereof during any duly noticed public meeting;
  - (7) Contract negotiations with City staff following the award of a competitive solicitation by the City commission; or
  - (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
- d. Procedure.
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The City manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
  - (2) The cone of silence shall terminate at the time the City commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation or takes other action which ends the competitive solicitation.
  - (3) Any City employee, official or member of the City commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any City employee, official or member of the City commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record

shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

e. Violations/penalties and procedures.

(1) A sworn complaint alleging a violation of this ordinance may be filed with the City attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the City commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2- 834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The City's purchasing agent shall also commence any available debarment from City work proceeding that may be available upon a finding of two or more violations by a vendor of this section. (Ord. No. 13-11, § 1, 6-18-2013)

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Proposer Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a Qualifications Packages 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 215.4726, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a Qualifications Packages 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 Proposer, I hereby certify that the company identified above in the section entitled "Proposer Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: \_\_\_\_\_

*Print Name*

*Print Title*

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

Authorized Signature: \_\_\_\_\_.

## **CITY OF KEY WEST INDEMNIFICATION FORM**

Proposer agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, City's Consultant, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Proposer, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes. Proposer understands and agrees that any and all liabilities regarding the use of any subcontractor or subconsultant for services related to this agreement shall be borne solely by the Proposer. Ten dollars of the consideration paid by the City is acknowledged by Proposer as separate, good and sufficient consideration for this indemnification. This indemnification shall be interpreted to comply with Section 726.06 and 726.08, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Proposer shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Proposer to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Proposer, or persons employed or utilized by Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Proposer's limit of or lack of sufficient insurance protection.

COMPANY SEAL

PROPOSER: \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_ Date

\_\_\_\_\_ Title

NOTARY FOR THE PROPOSER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means [\_\_\_] physical presence or [\_\_\_] online notarization, this day of, 20\_\_\_\_, by\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public- State of Florida)

(NOTARY SEAL)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**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 vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at [www.e-verify.gov](http://www.e-verify.gov).

In accordance with Florida Statute § 448.095, it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.

By 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 rebidding 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

## EXHIBIT "A"

### MINIMUM INSURANCE REQUIREMENTS

#### INSURANCE REQUIREMENTS

##### 1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, the 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 insurers providing the policies required under this Agreement shall (i) be admitted or otherwise authorized to transact insurance in the State of Florida; and (ii) carry a minimum financial rating of A- (Excellent), Class VII or better in the latest edition of A.M. Best's Key Rating Guide (or a comparable rating from Demotech Inc. for Florida-domiciled carriers). The City may reject any insurer not meeting these requirements.
- 1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the 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 The 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 the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the 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 The 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, the Contractor shall promptly authorize and have delivered such statement to the City.
- If any policy's aggregate limit of liability is reduced or eroded by more than fifty percent (50 %) during the Term of this Agreement, the Contractor shall—within fifteen (15) days of the City's written request—provide evidence of (i) reinstatement of the original aggregate limit or (ii) the purchase of excess insurance acceptable to the City so that the required limits are maintained.
- 1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the 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 the 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 the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the 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 the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the 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, the 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 The Contractor shall provide 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.

Every policy shall be endorsed to provide the City with (i) at least thirty (30) days' advance written notice of cancellation, intent not to renew, or material reduction in limits, and (ii) ten (10) days' advance written notice for cancellation due to non-payment of premium. All such notices shall be sent to: City of Key West – Risk Management & Procurement Division, 1300 White Street, Key West, FL 33040, risk@cityofkeywest-fl.gov (or other address designated by the City in writing).

- 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 the Contractor.
- 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the 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 the 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 the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the 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.

Every Workers' Compensation/Employers' Liability policy shall be endorsed with a Waiver of Subrogation in favor of the City of Key West, its officials, employees, and volunteers (NCCI Form WC 00 03 13 or equivalent).

Because the work involves site visits to active construction locations, Workers' Compensation coverage is mandatory regardless of the number of employees. The "fewer-than-four-employees" election permitted under Florida Statutes shall not apply to this Agreement.

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

**Professional Liability Insurance** shall be maintained by the Contractor which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of activities governed by this Agreement. The minimum acceptable limits of liability shall be \$1,000,000 per Occurrence and \$2,000,000 Annual Aggregate. If written on a "claims-made" basis, the policy shall (i) have a retroactive date no later than the Effective Date of this Agreement and (ii) provide an extended reporting period of not less than four (4) years after expiration or termination. The policy shall not contain exclusions for building-code enforcement, plan review, third-party bodily injury/property damage, or punitive damages to the extent insurable under Florida law.

**Technology & Cyber Liability** Because Contractor will access or host electronic plan-review and permitting data, Contractor shall maintain Technology Errors & Omissions / Cyber Liability insurance with limits not less than \$1,000,000 per claim and in the aggregate, covering:

- network security and privacy liability;
- breach-response costs, including notification and credit monitoring;
- data restoration and business-interruption loss; and
- media and intellectual-property liability arising from electronic content.

Such policy may be written on a “claims-made” basis with the same retroactive-date and ERP requirements set forth for Professional Liability.

**APPENDIX A  
SAMPLE CONTRACT  
(subject to negotiation)**

***THE FOLLOWING AGREEMENT IS A DRAFT AGREEMENT AND SHOULD NOT BE  
FILLED OUT AS PART OF THE SUBMISSION PACKAGE. FINAL AGREEMENT WILL BE  
IN SUBSTANTIAL CONFORMANCE WITH THE ATTACHED***

***AGREEMENT***

***between***

***CITY OF KEY WEST***

***and***

---

***for***

***CHIEF BUILDING OFFICAL AND INSPECTION SERVICES***

***KEY WEST, FLORIDA***

hereinafter referred to as "City," and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, its successors and assigns, hereinafter referred to as "Consultant".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, City and Consultant agree as follows:

## ARTICLE 1

### DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1. Agreement:** This document, Articles 1 through 7, inclusive. Other terms and conditions Are included in the CITY's RFQ #26-001, Consultant's Response to RFQ #26-001 dated \_\_\_\_\_, 2026, Exhibits, Task Orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. Commissioners:** Members of the City Commission with all legislative powers of the CITY vested therein.
- 1.3. CONSULTANT:** The firm selected to perform the services pursuant to this Agreement.
- 1.4. Contract Administrator:** The ranking managerial employee of the City or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the City. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. CITY:** City of Key West.
- 1.6. Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT under this Agreement.

## **ARTICLE 2**

### **PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

The Consultant is not entitled to receive, and the City is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by City. The budgeted amount may only be modified per City Ordinance(s).

## **ARTICLE 3**

### **SCOPE OF SERVICES AND STANDARD OF CARE**

**3.1.** Consultant's services may include, but are not limited to, the following:

- 3.1.1. Plans Review Services
- 3.1.2. Inspection Services
- 3.1.3. Building Official Services

**3.2.** Consultant's services shall include functions described in paragraph 3.1., and any other lawful professional services that the Consultant is qualified to provide, and that the City authorizes the Consultant to undertake in connection with this Agreement. Consultant shall provide all necessary, incidental and related activities and services as required.

**3.3.** Consultant and City acknowledge that the Scope of Services does not delineate every detail and minor work/task required to be performed by Consultant to complete any particular task order. If, during the course of the performance of the services included in this Agreement, Consultant determines that work should be performed to complete the Task Order which is, in the Consultant's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner and seek approval of the City before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by City to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written City approval or modification of Task Order is at Consultant's sole risk.

**3.4.** The specific services to be provided by the Consultant and the compensation for such services shall be as mutually agreed to in separate Task Orders to this Agreement and in accordance with the Qualifications Packages attached hereto as Agreement Exhibit A or in accordance with the rate/fee scheduled attached hereto as Agreement Exhibit B. Each Task Order when fully executed shall become a supplement to and a part of this Agreement.

3.4.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the City.

3.4.2. Task Orders shall be numbered consecutively as specified by City. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the City if required. Amended Task Orders shall include substantially the same information and be submitted to the City for approval.

3.4.3. The City may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the Consultant's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.

3.4.4. A Task Order may be terminated at any time, with or without cause, by the City upon written notice to Consultant. Consultant shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the Consultant shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the City, reasonable expenses incurred during the close-out of the Task Order. The City shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 7.2, hereof, shall constitute the termination of any and all outstanding Task Orders.

3.4.5. The Consultant shall begin services under any Task Order when authorized by a Purchase Order issued by the City and delivered to Consultant.

- 3.5.** The City and Consultant may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If City and Consultant cannot contractually agree, City shall have the right to immediately terminate negotiations at no cost to City and procure services from another source.
- 3.6.** Consultant shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in Consultant's field performing such services at the time and place where the services are provided. In the event Consultant does not comply with this standard, and omissions or errors are made by Consultant and/or sub-standard work as determined solely by the City, Consultant will correct such work that contains errors or omissions at no cost to City and reimburse City through compensation for damages. Compensation may include overtime required by City staff when late or incomplete submittals affect departmental deadlines.
- 3.7.** Consultant is required to perform the Task Orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Task Order. In all Task Orders, where changes to any laws, codes or regulations affecting the Task Order have a Task Ordered effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to Consultant or any sub-consultant, Consultant shall present options for their use or implementation.

## ARTICLE 4

### TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;

The term of this Agreement shall be for a period of three (3) years from the effective date of the Agreement with the option of a two (2) year renewal. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the City.

- 4.1. Consultant shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services. Any amendment to such time period must be agreed to by CITY in writing.
- 4.2. Consultant must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent Task Order. Prior to granting approval for Consultant to proceed to a subsequent Task Order, the Contract Administrator may, at his or her sole option, require Consultant to submit any deliverables/documents for the Contract Administrator's review.
- 4.3. In the event Consultant is unable to complete the above services because of delays resulting from untimely review by City or other governmental authorities having jurisdiction over the Task Order, and such delays are not the fault of Consultant, or because of delays which were caused by factors outside the control of Consultant, City shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify City within ten (10) days in writing whenever a delay in approval by a governmental agency, including City, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

## ARTICLE 5

### COMPENSATION AND METHOD OF PAYMENT

The types of compensation methods, which shall be used to pay for the Consultant's services are limited to the following, subject to this agreement:

- 5.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the Consultant's salaries, general overhead costs, direct expenses, and profit.
- 5.2. If Work timing deviates from the assumed schedule for causes beyond Consultant's control, Consultant and/or the City reserves the right to request renegotiation of those portions of the lump sum affected by the time change.
- 5.3. Each major task or project the City wishes Consultant to perform will be defined in a Task Order which shall include, but not be limited to, a description of the scope of services, time of completion, type of professional involved (hourly wage) and the total estimated hours required to complete the tasking.
- 5.4. In the event of a change of scope, City shall authorize in writing an appropriate and reasonable decrease or increase in compensation.
- 5.5. Monthly invoicing will be based on actual hours of work completed at the end of the preceding month.

**5.6.** The Consultant shall submit wage rates and other actual unit costs supporting the compensation. The City shall pay the Consultant on an hourly basis in accordance with the agreed upon hourly rates. The Consultant shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

**Cost Reimbursable-Per Diem (Time and Expenses)**

**5.7.** Per diem rates are those hourly or daily rates charged for work performed on the Task Order by Consultant's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to annual adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.

**5.8.** Hourly rates for the contract (Consultant and Sub-consultants): See attached Exhibit B.

**5.9.** Consultant and Sub-consultants allowed annual wage adjustment on the Agreement effective anniversary dates shall not exceed the Data Resource Institute (DRI) forecast of wage and price escalation (the U.S. Bureau of Labor Statistics [BLS] Employment Cost Index [ECI] for Private Industry)

5.9.1 A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless written approval is provided by the City. Consultant shall make reasonable efforts to complete the work within the budget and will keep City informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

5.9.2 Consultant is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is City obligated to pay Consultant beyond these limits.

5.9.3 When any budget has been increased, Consultant's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

**REIMBURSABLE EXPENSES**

Direct non-salary expenses, entitled Reimbursable Expenses, directly attributable to the Work shall be charged at actual cost, and shall be limited to the following:

**5.10.** Identifiable transportation expenses in connection with the Work, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

**5.11.** Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel-connected expenses for Consultant's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Hampton Inn or Best Western located within the City of Key West City limits.

- 5.12.** Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.
- 5.13.** Cost of printing, reproduction or photography that is required by or of Consultant to deliver services set forth in this Agreement.
- 5.14.** All permit fees paid to regulatory agencies for approvals directly attributable to the Work. These permit fees do not include those permits required for the Contractor.
- 5.15.** It is acknowledged and agreed by Consultant that the dollar limitation set forth in paragraphs 5.10 through 5.15 is a limitation upon, and describes the maximum extent of, City's obligation to reimburse Consultant for direct, non-salary expenses. If City or Contract Administrator requests Consultant to incur expenses not contemplated in the amount for Reimbursable Expenses, Consultant shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by City prior to incurring such expenses.

## **METHOD OF BILLING**

### **5.16. Lump Sum Compensation by Task Order**

Consultant shall submit Task Order billings identifying type of work completed on a monthly basis in a timely manner. These Task Order billings shall identify the nature of the work performed, identifying the specific task or project, and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.

### **5.17. Cost Reimbursable-Per Diem (Time and Expenses) Compensation**

Consultant shall submit billings identifying the type of work completed on a monthly basis in a timely manner for all personnel hours and reimbursable expenses attributable to the Work. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. Billings shall itemize and summarize reimbursable expenses by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for reimbursable expenses, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of salary costs and reimbursable expenses with accrual of the total and credits for portions paid previously. External reimbursable expenses and Sub-consultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain the purchase order number or other identifier that clearly indicates the expense is identifiable to the Work. Subsequent addition of the identifier to the invoice or receipt by the Consultant is not acceptable except for meals and travel expenses. Appropriate Consultant's cost accounting forms with a summary of charges must document internal expenses by category. When requested, Consultant shall provide backup for past and current invoices that records hours and rates by

employee category, reimbursable expenses by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

## **METHOD OF PAYMENT**

5.18. City shall pay Consultant within forty-five (45) calendar days from receipt of Consultant's properly submitted invoice with documentation as provided above.

5.19. Payment will be made to Consultant at:

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

---

## **ARTICLE 6**

### **CITY 'S RESPONSIBILITIES**

- 6.1. City shall assist Consultant by placing at Consultant's disposal all information City has available pertinent to the Task Order including previous reports and any other data relative to the Task Order.
- 6.2. City shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its services.
- 6.3. City shall review the Consultant itemized deliverables/documents identified in the Task Orders and respond in writing with any comment within the time set forth in the Task Order or within a reasonable time.
- 6.4. City shall give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any development that affects the scope or timing of Consultant services or any defect in the work of any Contract.

## **ARTICLE 7**

### **MISCELLANEOUS**

## **OWNERSHIP OF DOCUMENTS**

- 7.1. Any and all records provided or created in connection with his Agreement are and shall remain property of City. All finished or unfinished documents, data, data matrices, analyses, compiled information and calculations generated and used to evaluate and compute the construction or material requirements for the Task Order, studies, surveys, drawings, maps, models, photographs, analyses, compiled information and reports prepared or provided by Consultant in connection with this Agreement, whether in hard copy or electronic form, shall become the property of City, whether the Task Order for which they are made is completed or not. Consultant agrees to perform all actions reasonably requested by City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments). Consultant is not responsible for damages caused by the unauthorized re- use by others of any of the materials for another Task Order. Upon completion of this Agreement or Termination by either party, any and all records relating to the Agreement in the possession of Consultant shall be delivered by the Consultant to the City, at no cost to the City, within ten (10) days. All such records stored electronically by Consultant shall be delivered to City in a format compatible with the City's information technology

systems.

- If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this Article.
- Consultant's failure or refusal to comply with the provisions of this Article shall result in the immediate termination of this Agreement by the City.

## **TERMINATION**

7.2. This Agreement may be terminated with or without cause by City at any time.

7.3. Notice of termination shall be provided in accordance with paragraph 7.12 NOTICES of this Agreement.

7.4. In the event this Agreement is terminated, Consultant shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are provided to the City. Upon being notified of City's election to terminate, Consultant shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall City make payment of profit for services that have not been performed.

## **AUDIT RIGHT AND RETENTION OF RECORDS**

7.5. City shall have the right to audit the books, records, and accounts of Consultant that are related to any Task Order. Consultant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Task Order.

7.6. Consultant shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by City to be applicable to Consultant's records, Consultant shall comply with all requirements thereof; however, Consultant shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

## **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS**

7.7. Consultant shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines,

and standards.

- 7.8.** Consultant's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. Consultant shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeships), and accessibility.
- 7.9.** Consultant shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

## **PUBLIC ENTITY CRIMES ACT**

- 7.10.** Consultant represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or planner under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in being barred from City's competitive procurement activities.
- 7.11.** In addition to the foregoing, Consultant further represents that there has been no determination, based on an audit, that it or any sub-consultant, has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.
- 7.12.** Consultant shall promptly notify City if it or any subcontractor or sub-consultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

## **SUB-CONSULTANTS**

- 7.13.** Consultant may use the sub-consultants identified in the Qualifications Packages that was a material part of the selection of Consultant to provide the services under this Agreement. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make determination as to the capability of the sub-consultant to perform properly under this Contract. The City's acceptance of a sub-consultant shall not be unreasonably withheld. Consultant shall obtain written approval of Contract Administrator prior

to changing or adding to the list of sub- consultants. The list of sub-consultants submitted and currently approved is as follows:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

Hourly rates for such said sub-consultants are as on attached Addendum A. The Consultant shall be responsible for all payments to any subconsultants and shall be responsible for all work related to the services provided.

### **ASSIGNMENT AND PERFORMANCE**

- 7.14.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and Consultant shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6
- 7.15.** Consultant represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.
- 7.16.** Consultant shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Consultant's performance and all interim and final product(s) provided to or on behalf of City shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 7.17.** Consultant shall not change or replace overall project manager identified in the Consultant's response to the RFQ without the Contract Administrator's prior written approval.

### **INDEMNIFICATION OF CITY**

- 7.18.** To the fullest extent permitted by law, the Consultant expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of Consultant's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.
- 7.19.** The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend

to and include any actions brought by or in the name of any employee of the Consultant or of any third party to whom Consultant may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the Work.

## **INSURANCE**

### **GENERAL INSURANCE REQUIREMENTS:**

- 7.20.0 During the Term of the Agreement, the 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.
- 7.20.1 All insurers providing the policies required under this Agreement shall (i) be admitted or otherwise authorized to transact insurance in the State of Florida; and (ii) carry a minimum financial rating of A- (Excellent), Class VII or better in the latest edition of A.M. Best’s Key Rating Guide (or a comparable rating from Demotech Inc. for Florida-domiciled carriers). The City may reject any insurer not meeting these requirements.
- 7.20.2 The City shall be specifically included as an additional insured on the Contractor’s Liability policies with the exception of the 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.
- 7.20.3 The 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.
- 7.20.4 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the 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).
- 7.20.5 The 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, the Contractor shall promptly authorize and have delivered such statement to the City.
- If any policy’s aggregate limit of liability is reduced or eroded by more than fifty percent (50 %) during the Term of this Agreement, the Contractor shall—within fifteen (15) days of the City’s written request—provide evidence of (i) reinstatement of the original aggregate limit or (ii) the purchase of excess insurance acceptable to the City so that the required limits are maintained.
- 7.20.6 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor’s insurance agents, brokers, surety, and insurance carriers.
- 7.20.7 All insurance coverage of the 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 the Contractor in this Agreement.
- 7.20.8 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.

7.20.9 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.

7.20.10 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the 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.

7.20.11 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 the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.

7.20.12 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, the Contractor shall be responsible for all deductibles and self-insured retentions.

7.20.13 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.

7.20.14 The Contractor shall provide 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.

Every policy shall be endorsed to provide the City with (i) at least thirty (30) days' advance written notice of cancellation, intent not to renew, or material reduction in limits, and (ii) ten (10) days' advance written notice for cancellation due to non-payment of premium. All such notices shall be sent to: City of Key West – Risk Management & Procurement Division, 1300 White Street, Key West, FL 33040, risk@Cityofkeywest-fl.gov (or other address designated by the City in writing).

7.20.15 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 the Contractor.

7.20.16 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the 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.

#### **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

7.21.0 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.

7.21.1 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 the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the 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.

Every Workers' Compensation/Employers' Liability policy shall be endorsed with a Waiver of Subrogation in favor of the City of Key West, its officials, employees, and volunteers (NCCI Form WC 00 03 13 or equivalent).

Because the work involves site visits to active construction locations, Workers' Compensation coverage is mandatory regardless of the number of employees. The "fewer-than-four-employees" election permitted under Florida Statutes shall not apply to this Agreement.

**Commercial General Liability Insurance** shall be maintained by the 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 &	\$1,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and Aggregate

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

**Professional Liability Insurance** shall be maintained by the Contractor which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of activities governed by this Agreement. The minimum acceptable limits of liability shall be \$1,000,000 per Occurrence and \$2,000,000 Annual Aggregate. If written on a "claims-made" basis, the policy shall (i) have a retroactive date no later than the Effective Date of this Agreement and (ii) provide an extended reporting period of not less than four (4) years after expiration or termination. The policy shall not contain exclusions for building-code enforcement, plan review, third-party bodily injury/property damage, or punitive damages to the extent insurable under Florida law.

**Technology & Cyber Liability** Because Contractor will access or host electronic plan-review and permitting data, Contractor shall maintain Technology Errors & Omissions / Cyber Liability insurance with limits not less than \$1,000,000 per claim and in the aggregate, covering:

- network security and privacy liability;
- breach-response costs, including notification and credit monitoring;
- data restoration and business-interruption loss; and
- media and intellectual-property liability arising from electronic content.

Such policy may be written on a "claims-made" basis with the same retroactive-date and ERP requirements set forth for Professional Liability.

## **REPRESENTATIVE OF CITY AND CONSULTANT**

7.22. The parties recognize that questions in the day-to-day conduct of the Task Order will arise. The Contract Administrator or City Manager's designee if the Director is absent. Upon Consultant's request, the Contract Administrator shall advise Consultant in writing of one (1) or more City employees to whom all communications pertaining to the day-to-day conduct of the Task Order shall be addressed.

7.23. Consultant shall inform the Contract Administrator in writing of Consultant's representative to whom matters involving the conduct of the Task Order shall be addressed.

## **ALL PRIOR AGREEMENTS SUPERSEDED**

7.24. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits and addenda attached and/or documents incorporated by reference. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

7.25. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

## **NOTICES**

7.26. Whenever either party desires to give notice unto the other, such notice must be in writing, sent by

certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

If to Consultant:

If to City:

City Manager  
P.O. Box 1409  
Key West, Florida 33041

With copies to:

City Attorney  
P.O. Box 1409  
Key West, Florida 33041

AND  
Contract Administrator (Planning Director)  
P.O. Box 1409  
Key West, Florida 33041

## **TRUTH-IN-NEGOTIATION CERTIFICATE**

7.27. Signature of this Agreement by Consultant shall act as the execution of a truth-in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price for any Task Order and any additions thereto shall be adjusted to exclude any significant sums, by which City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

## **INTERPRETATION**

7.28. The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

## **CONSULTANT'S STAFF**

7.29. Consultant shall provide the key staff identified in their Qualifications Packages for Task Order as long

as such key staffs are in Consultant's employment. Key Staff as referenced in this agreement shall mean a Project Manager, a Principal Planner, a Senior Planner, other junior Planners, Architects, and Transportation Planners, if requested.

- 7.30.** Consultant shall obtain prior written approval of Contract Administrator (the Planning Department Director) prior to changing key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.
- 7.31.** Contract Administrator may request removal of any of Consultant's staff at his or her discretion.
- 7.32.** The City reserves the right to approve the members of the Key Staff and the roles they will undertake in the assignment.
- 7.33.** Each assignment issued under this Agreement by the City to the Consultant, the Consultant will at the City's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.
- 7.34.** The City reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the Consultant must obtain the City Representative's prior written approval.
- 7.35.** In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the Consultant shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned subject to section 7.15.
- 7.36.** The Consultant shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The Consultant shall without delay forward curriculum vitae of the proposed substitute or replacement to the City. The deployment of such substitute or replacement shall be subject to the City's consent.
- 7.37.** The Consultant shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

## **INDEPENDENT CONTRACTOR**

- 7.38.** Consultant is an independent contractor under this Agreement. Services provided by Consultant shall be subject to the supervision of Consultant. In providing the services, Consultant or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the City, nor shall they accrue any of the rights or benefits of a City employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

## **THIRD PARTY BENEFICIARIES**

- 7.39.** Neither Consultant nor City intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or sub-consultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

## **CONFLICTS**

- 7.40.** Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 7.41.** Consultant agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 7.42.** In addition to the above and to avoid any conflict of interest of any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.) or anyone doing business with the City.
- 7.43.** In the event Consultant is permitted to use sub-consultants to perform any services required by this Agreement, Consultant agrees to prohibit such sub-consultants from having any conflicts as within the meaning of this section and shall so notify them in writing.

## **CONTINGENCY FEE**

- 7.44.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, City shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

## **WAIVER OF BREACH AND MATERIALITY**

- 7.45.** Failure by City to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.46.** City and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

## **COMPLIANCE WITH LAWS**

- 7.47.** CONSULTANT shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement

applicable at the time the scope of services was drafted for this agreement and shall obtain all required permits from all jurisdictional agencies to perform the services under this Agreement at its own expense. In addition, at the time each Task Order is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

## **SEVERABILITY**

7.48. In the event this Agreement or a portion or a term of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law unless City or Consultant elects to terminate this Agreement.

## **JOINT PREPARATION**

7.49. Preparation of this Agreement has been a joint effort of City and Consultant and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

## **PRIORITY OF PROVISIONS**

7.50. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit or addenda attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

## **APPLICABLE LAW AND VENUE**

7.51. The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, litigation or any other legal proceeding shall be Monroe County, Florida, Lower Keys Division of the Circuit Court or the Southern District of Florida. This Agreement is not subject to arbitration.

## **INCORPORATION BY REFERENCE**

The attached exhibits are incorporated into and made a part of this Agreement:

- Exhibit A: Consultant's response,
- Exhibit B: Rate Sheet/Hourly Rates
- Exhibit C: City's Solicitation Document RFQ 26-001

## **SURVIVAL OF PROVISIONS.**

7.52. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**COUNTERPARTS**

7.53. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

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

By: CITY OF KEY WEST

By: CONSULTANT

\_\_\_\_\_  
Brian L Barroso, City Manager

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Keri O'Brien, City Clerk

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**EXHIBIT "B"**

**Federal Emergency Management Agency (FEMA) Requirements**

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

(Applicable when Federal Funds are used for compensation)

**Federal Contract Provisions for Non-Federal Entities:**

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

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

6. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. **Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1261-1387](#)):** as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1261-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **Debarment and Suspension:** (Executive Orders 12649 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12649 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12649](#).
9. **Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)):**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
10. **Access to Records -** “The Contractor agrees to provide The City of Key west, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

11. **DHS SEAL, Logo, and Flags** - The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.
12. **Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding** - This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
13. **No Obligation by Federal Government** - The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
14. **Program Fraud and False or Fraudulent Statements or Related Acts** - The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
15. **Affirmative Socioeconomic Steps** - "If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
16. **Copyright and Data Rights** - The Contractor grants to the City of Key West, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Key West or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Key West data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Key West.