

CITY OF KEY WEST



REQUEST FOR QUALIFICATIONS

RFQ # 26-002

FOR

Fire Department ISO Class 1 Consultant

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 26-002

Title: Fire Department ISO Class 1 Consultant

Description: The City of Key West is soliciting qualifications from experienced Consultants to provide professional services to assist the City's Fire Department in achieving and/or maintaining an Insurance Services Office (ISO) Public Protection Classification (PPC) Class 1 rating.

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

Issue Date: January 29, 2026

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

Clarification Submittal Deadline: February 09, 2026, 3 P.M. LOCAL TIME

Clarification Response Deadline: February 13, 2026, 3 P.M. LOCAL TIME

Responses Deadline Date: February 25, 2026, 3 P.M. LOCAL TIME

TABLE OF CONTENTS

1.0 GENERAL CONDITIONS

2.0 SPECIAL CONDITIONS

3.0 SCOPE OF SERVICES

4.0 AFFIDAVITS AND CERTIFICATIONS

- **APPENDIX I: DRAFT CONTRACT**
- **APPENDIX II: FEDERAL CONTRACT CLAUSES**
- **EXHIBIT A - HOURLY RATE SCHEDULE**



City of Key West
Request for Qualifications
Fire Department ISO Class 1 Consultant
RFQ No. 26-002

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 below, shall be received until **3:00 P.M. on February 25, 2026**. The submittals shall be clearly marked "**RFQ No. 26-002 – Fire Department ISO Class 1 Consultant**".

All submittals shall be publicly opened and recorded on February 25, 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 Package on each flash drive. Qualifications Package are to be enclosed in sealed envelopes, clearly marked on the outside "SEALED QUALIFICATIONs PACKAGE FOR RFQ No. 26-002 Fire Department ISO Class 1 Consultant" addressed and delivered to the City Clerk at the address noted above.

Solicitations may be found via the City of Key West website (www.Cityofkeywest-fl.gov) under Finance and via [Onvia DemandStar](#), central notification systems which provide 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 services contemplated do not fall under Florida's Consultants' Competitive Negotiation Act (CCNA), Chapter 287.055, Florida Statutes, as they do not meet the statutory definition of professional services subject to CCNA requirements; accordingly, the City of Key West reserves the right to accept any Qualifications Package deemed to be in the best interest of the City, to waive any irregularities in any submittal, or to reject any or all Qualifications Packages and re-advertise, if determined to be 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 Consulting Services for the 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 Consultants according to the most qualified and to then initiate contract negotiations with the top ranked Consultant(s). The City, on an as needed basis, may periodically issue additional specific projects and assignments to the selected Consultant(s). The selected Consultant(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. 26-002 – Fire Department ISO Class 1 Consultant** in the subject line and should be directed to the following email at lucas.torresbull@Cityofkeywest-fl.gov. No phone calls will be accepted in reference to this solicitation. Any communication regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this 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 Consultants of all changes in scheduled dates. It should be noted that any Qualifications Packages received after the response deadline will not be considered.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

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

Finance-Division

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

Departments

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

Authorized Representative

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

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a Qualifications Package 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 Consultant will have different obligations than "you" as a Successful Consultant will have upon awarding of this contract.

Consultant/Consultant/Submitter

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

Successful Consultant/Consultant/Submitter

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

(iii) Qualifications Packages/Submittals

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

(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 Consultants via Demand Star. Addendum will be uploaded to Demand Star, available via link on the City's webpage. If necessary, a new RFQ/RFP/ITB opening date may be established by addendum.

1.3 COST OF PREPARATION

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

1.4 EXAMINATION OF DOCUMENTS

The Consultant must thoroughly examine each section of this RFQ/RFP/ITB. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Consultant may request clarification by written request to the Procurement Contact. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Finance Division as having received the 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). Consultants must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF QUALIFICATIONS PACKAGES

A Consultant may, without prejudice, withdraw, modify,

or correct the Qualifications Package 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 Consultant. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Consultant and the City of Key West. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

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

1.9 SUBMISSION OF QUALIFICATIONS PACKAGES

(i) Incurred Expenses

The City is not responsible for any expenses which Consultants may incur for preparing and submitting Qualifications Packages s 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 Consultant in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) Request for Modifications

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

(iv) Bid Acknowledgment

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

(v) Acceptance/Rejection/Modification To Submittals

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

(vi) Submittals Binding

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

(vii) Alternate Qualifications Packages s/ Statement/ Qualifications Packages s

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

(viii) Economy of Preparation

Qualifications Packages s should be prepared simply and economically, providing a straightforward, concise description of the Consultants' 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 Consultants should be aware that RFQ/RFP/ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Consultants are required to identify with specificity any information contained in their Qualifications Packages s which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

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

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Consultants shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this 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

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

includes any person or entity making and submitting a Qualifications Package to the City for the provision of goods and/or services to City.

Lack of knowledge by the Consultant will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

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

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, Consultant, 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, Consultant, 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, Consultant, 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 Package 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, RFQ, or Qualifications Package between a potential vendor, service provider, Consultant, Consultant, lobbyist or Consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFQ, RFQ, 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 Consultant/Consultants regarding a particular Qualifications Packages /Qualifications Package during the time period between the opening of Qualifications Packages s 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, Consultant, Consultant, 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 Consultant or Consultant shall render the RFQ/RFP/ITB award or Qualifications Package award to said Consultant or Consultant voidable by the City Commission and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

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

1.13 CANCELLATION

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

1.14 ASSIGNMENT

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

1.15 PROPERTY

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

1.16 TERMINATION FOR DEFAULT

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

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this 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 Package(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 s will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Consultants must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications Packages s by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Consultant agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Consultant which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Consultant shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

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

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Monroe County, Florida.

1.22 ATTORNEY FEES

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

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or

construed to create a partnership or joint venture between the City of Key West and Awarded Consultant/Consultant, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

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

For the Awarded Consultant, the indemnification obligations shall be as set forth in Article 7.8 of the Agreement attached hereto as Appendix I, which are intended to comply with sections 725.06 and 725.08, Florida Statutes.

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

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

- B. The Awarded Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Awarded Consultant shall, at its own expense, hold harmless and defend the City

against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Consultant shall pay all damages and costs awarded against the City.

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

1.25 EQUAL BENEFITS FOR DOMESTIC

PARTNERS FOR PROCURED PROJECTS

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

1.26 LIMITATION ON USE OF OFFICIAL SEAL

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

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END OF SECTION 1

SECTION 2

SPECIAL CONDITION

2.1 PURPOSE

Maintaining an Insurance Services Office (ISO) Public Protection Classification (PPC) Class 1 rating is important to the City of Key West, as it reflects the highest level of fire protection and emergency response capability. This designation demonstrates that the City's Fire Department, emergency communications systems, water supply infrastructure, and community risk reduction programs meet nationally recognized performance standards. A Class 1 rating can also contribute to lower property insurance premiums for residents and businesses, supporting affordability and economic stability in a tourism-driven community while enhancing overall public safety.

To support this objective, the City of Key West is seeking qualified and experienced consulting services to assist the Fire Department in achieving and/or maintaining its ISO PPC Class 1 rating. This project will provide comprehensive technical, operational, and strategic support across all components of the ISO Fire Suppression Rating Schedule (FSRS), including fire suppression operations, emergency communications, water supply, and community risk reduction.

The selected Consultant will conduct a thorough assessment of current Fire Department operations and supporting City systems, identify gaps or deficiencies that may impact ISO scoring, and develop actionable recommendations to enhance performance, documentation, and compliance with ISO Class 1 standards. Services will include project management, interdepartmental coordination, documentation review, and preparation for ISO evaluation or re-evaluation.

The Consultant will work closely with the Fire Department and relevant City departments to implement recommended improvements, strengthen data tracking and documentation practices, and ensure sustained readiness for ISO review. The project will culminate in formal deliverables, including a comprehensive gap analysis, ISO scoring projections, implementation plans, and direct support during the ISO evaluation process to position the City for continued Class 1 preparedness.

2.2 GENERAL QUALIFICATION REQUIREMENTS

Firms submitting qualifications must demonstrate:

- Demonstrated experience providing ISO PPC consulting services to municipal fire departments.

- Experience assisting communities in achieving or maintaining ISO Class 1.
- Knowledge of ISO Fire Suppression Rating Schedule (FSRS) and evaluation methodology.
- Experience working with fire departments of comparable size and complexity.
- Ability to coordinate with multiple municipal departments and stakeholders.

LICENSING

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

2.3 EXECUTION AND TERM OF CONTRACT

The City and the Awarded Consultant(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 Consultant(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 Consultant(s), or re-advertised, as determined by the City.

The initial contract resulting from this solicitation shall prevail for a three (3) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for one (1) additional two (2) year periods for a maximum total of five (5) years. The Awarded Consultant(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Consultant(s).

Compensation shall be in accordance with Exhibit A, attached hereto and incorporated by reference. Compensation shall be based on hourly rates set forth in Exhibit A. Total billable hours shall not exceed six hundred (600) hours per contract year unless authorized in writing by the City Manager or designee.

This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2.4 QUALIFICATIONS PACKAGEFORMAT AND SIGNATURES

To receive consideration, the Qualifications Package must be submitted as provided by the City. This Request for Qualifications must be submitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Qualification Packages must be typed up 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.

2.5 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name of the Consultants. In order to be deemed responsive the Qualifications Package must meet or exceed the qualification requirements and contain all required forms listed and provided in Section 4 of this solicitation. The City of Key West shall be the sole judge in determining the Consultant'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 Consultant(s) understands that this RFQ does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until Qualifications Packages are reviewed and accepted by appointed staff, the best Qualifications Package has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

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

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 Qualifications Packages and will select the Consultant(s) which is the most qualified and is in the best interest of the City. The City shall be the sole judge of its own best interests, the Qualification Package, and the resulting negotiated agreement. The City's decisions will be final. The purpose of the Evaluation Process is to evaluate 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 Consultant(s) selected as the most responsible, responsive Consultant(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 to 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 – PHASE I & II

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

Category	Points
1. Firm Experience with ISO Consulting <ul style="list-style-type: none"> • Demonstrated experience providing ISO Fire Suppression Rating Schedule (FSRS) consulting services for municipal fire departments. • Documented success assisting jurisdictions in achieving, maintaining, or improving ISO PPC ratings. • Experience with ISO Class 1 or Class 2 jurisdictions is highly preferred. • Experience working with coastal, high-density, or tourism-based communities. 	25
2. Technical Expertise and Understanding of Scope <ul style="list-style-type: none"> • Demonstrated understanding of ISO FSRS components, including: <ul style="list-style-type: none"> ○ Fire suppression operations ○ Emergency communications / 911 dispatch ○ Water supply systems for fire protection ○ Community risk reduction / fire prevention • Ability to identify operational, documentation, and performance factors affecting ISO scoring. • Demonstrated familiarity with ISO evaluation processes, scoring methodology, and documentation requirements. 	20
3. Project Team Qualifications <ul style="list-style-type: none"> • Qualifications, experience, and expertise of the proposed Project Manager. • Relevant experience and credentials of assigned team members. • Demonstrated experience in fire service operations, emergency communications, utilities coordination, or community risk reduction. • Availability and continuity of key personnel throughout the project duration. 	20
4. Project Approach and Methodology <ul style="list-style-type: none"> • Clarity, completeness, and feasibility of the proposed project approach. • Demonstrated ability to conduct gap analyses, ISO scoring projections, and documentation reviews. • Approach to interdepartmental coordination and implementation support. • Ability to prepare City staff for ISO evaluation through training, mock audits, and ongoing advisory support. 	20
5. Past Performance and References <ul style="list-style-type: none"> • Quality and relevance of past performance on similar projects. • References from municipal or governmental clients with similar scope and complexity. • Demonstrated record of meeting schedules, deliverables, and client expectations. 	10
6. Capacity, Availability, and Responsiveness <ul style="list-style-type: none"> • Capacity of the firm to perform the services within the required timeframe. • Ability to respond expeditiously to City requests. • Availability of key personnel for on-site and remote support as needed. 	5
Total Points	100

2.6 DUE DATE

All Qualification Packages are due no later than **February 25, 2026, at 3:00 P.M. EST**. 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.

2.7 INSURANCE REQUIREMENTS

All Consultants wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:

\$2,000,000 Aggregate

\$1,000,000 Each Occurrence

\$2,000,000 Products-Comp / Op Aggregate

\$1,000,000 Personal & Advertising Injury

\$300,000 Fire Damage / Legal

Coverage must include the following:

- Contractual Liability - Commercial Form
- CG2010 (1185) or Equivalent - Broad Form Property Damage
- No exclusion for XCU - Premises / Operations
- Products / Completed Operations - Independent Consultants (if any part of the work is
- Personal Injury to be subcontracted out)

Automobile Liability:

\$1,000,000 Combined Single Limit

(Include Hired & Non-Owned Liability)

Professional Liability:

\$1,000,000 per Claim / Aggregate

Worker's Compensation Employer's Liability:

Statutory

\$1,000,000 Each Accident

\$1,000,000 Disease-Policy Limit

\$1,000,000 Disease-Each Employee

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular Task Order that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation and professional liability. Design professional's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Consultants must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Consultant's policies must be endorsed to give no less than thirty (30) days' notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the Consultant or Subconsultant.

Consultants will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Consultant will notify City of Key West Risk Management immediately by telephone at (305) 809-3812 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the Consultant.

2.8 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.

2.9 INQUIRIES

Any questions regarding this solicitation shall be directed in writing to the Procurement Manager Contacted via email at lucas.torresbull@Cityofkeywest-fl.gov. All inquiries must have in the subject line the following: **RFQ No. 26-002 – Fire Department ISO Class 1 Consultant**. If your request is seeking a public record, such as a Consultant(s) list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Consultants requiring clarification or interpretation of the RFQ must submit them via email **on or before 3:00 P.M. on January 9, 2026**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Consultants on Demand Star, also available via link on the City's website.

2.10 ATTACHED FORMS

- 2.10.1** 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** 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.

2.12 VERIFICATION OF INFORMATION

The City may verify the information submitted by the Consultant(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.

2.13 GOODS/ SERVICES MAY BE ADDED OR DELETED

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

2.14 ACCEPTANCE OF QUALIFICATIONS PACKAGES S / MINOR IRREGULARITIES

- 2.14.1** The City reserves the right to accept or reject any or all Qualification Packages, part of Qualification Packages, and to waive minor irregularities or variances to specifications contained in Qualification Packages which do not make the Qualification Packages conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a Consultant an advantage or benefit not enjoyed by other Consultants, does not adversely impact the interests of other firms/persons or, does not affect the

fundamental fairness of the solicitation process.

2.14.2 The City reserves the right to disqualify Consultant(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 Consultant.

2.15 BACKGROUND INFORMATION

The City reserves the right, before awarding the contract to require Consultant(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 a Consultant, including past performance (experience) with the City.

2.16 METHOD OF ORDERING

Services shall be authorized and performed only upon issuance of individual task orders. Invoices shall be submitted in accordance with each approved task order and must reference a valid City-issued purchase order that authorizes the task order.

2.17 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 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 Consultant(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.

2.18 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 Consultant's submission of an RFQ constitutes acknowledgment of the process and consent to investigate.

2.19 RELATED EXPENSES/TRAVEL EXPENSES

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

2.20 AUTHORIZED SIGNATURE

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

END OF SECTION 2

SECTION 3

SCOPE OF SERVICES

3.1 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 service industry in addition to governmental agencies and schools. The U. S. Navy and Coast Guard maintain a presence here as well.

The City's estimated permanent population in 2023 was 25,000. 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, Consultants Examining Board and Environmental Sustainability Board.

3.2 SCOPE OF SERVICES

The City of Key West is soliciting qualifications from experienced Consultants to provide professional services to assist the City's Fire Department in achieving and/or maintaining an Insurance Services Office (ISO) Public Protection Classification (PPC) Class 1 rating. The selected Consultant will provide expert analysis, project management support, and recommendations across all components of the ISO Fire Suppression Rating Schedule (FSRS).

The Consultant's role under this Agreement is advisory, analytical, and documentation-focused. Implementation of operational, staffing, capital, or infrastructure changes shall remain the responsibility of City staff.

Services shall include, but are not limited to, the following:

1. Project Management & ISO Strategy Development

- Conduct a kickoff meeting with City staff to review project expectations, schedule, and required deliverables.
- Develop a comprehensive project plan outlining key milestones, responsibilities, and timelines leading up to an ISO evaluation or re-evaluation.
- Provide ongoing advisory support to ensure sustained ISO Class 1 compliance and preparedness.

2. Evaluation of Fire Department Operations (FSRS: Fire Suppression)

- Assess fire department staffing, deployment, training, apparatus, equipment inventory, and response performance.
- Evaluate adequacy of fire station distribution, turnout time, and travel time benchmarks.
- Review training records, curriculum alignment, documentation practices, and training facility capabilities.
- Identify gaps, inefficiencies, or deficiencies affecting ISO scoring and recommend improvements.
- Recommend enhancements to operational policies, SOPs, and performance metrics to maximize ISO credit.

3. Emergency Communications (FSRS: Emergency Communications 911 Center)

- Evaluate the performance and documentation of dispatch operations, including call-receipt procedures, dispatch time, staffing levels, CAD capabilities, telecommunicator training, and redundancy systems.
- Verify compliance with ISO standards for call processing and dispatch performance.
- Identify opportunities for increasing credit in this category through operational or technological improvements.

4. Water Supply System Assessment (FSRS: Water Supply)

- Collaborate with the City's Utilities Department to evaluate the water distribution system, including hydrant distribution, flow testing programs, maintenance schedules, and map accuracy.

- Review fire flow test documentation and identify methods to enhance ISO scoring and system reliability.
- Recommend infrastructure, documentation, or testing improvements to optimize credit.

5. Community Risk Reduction (CRR) / Fire Prevention

- Evaluate the effectiveness of community risk reduction programs, including fire inspections, plan review, public education, investigation services, and code enforcement.
- Review current workload, staffing levels, and documentation methods for CRR activities.
- Recommend targeted programs or enhancements to CRR initiatives to increase ISO credit.

6. Documentation Review & ISO Scoring Preparation

- Conduct a full review of historical ISO reports, prior evaluations, current scoring projections, and supporting records.
- Develop a detailed gap analysis comparing current operations to ISO Class 1 standards.
- Assist in collecting, organizing, and formatting documentation required for ISO submission.
- Provide a written report summarizing findings, recommended corrective actions, and projected ISO scoring outcomes.

7. Implementation Support

- Work with Fire Department leadership to implement recommended improvements, including policy updates, training plans, and operational adjustments.
- Provide guidance on data tracking, quality assurance, and performance monitoring systems.
- Coordinate with multiple City departments (Fire, Utilities, IT, Emergency Communications, Public Works) to ensure interdepartmental compliance with ISO requirements.

8. ISO Evaluation Preparation & Support

- Prepare Fire Department staff for the ISO audit through training sessions, mock evaluations, and documentation reviews.
- Assist in coordinating and participating in ISO on-site visits, conference calls, and evaluations.
- Provide technical support during the entire ISO review process, including responding to ISO inquiries and requests for additional data.

9. Final Deliverables

The Consultant shall provide the following deliverables at minimum:

- Comprehensive gap analysis report
- ISO scoring projection report
- Improvement and implementation plan with timelines
- Updated documentation templates and tracking tools
- Final project completion report summarizing outcomes and Class 1 preparedness

3.3 QUALIFICATIONS PACKAGESUBMITTAL INSTRUCTIONS

3.3.1 Response Content

The City requires Consultant(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 Package length (not including required forms, addendums, resumes, Sworn Statements, or Affidavits) will not exceed 25 double (50 single) side pages.

1. Cover Letter

A signed cover letter on firm letterhead shall be included and must, at a minimum:

- Identify the firm submitting the Qualifications Packages
- State the firm's understanding of the services requested
- Identify the primary contact person for the Qualifications Packages
- Acknowledge receipt of any addenda issued
- Confirm the firm's ability to meet all requirements of the solicitation
- The cover letter must be signed by an individual authorized to bind the firm.

2. Firm Qualifications and Company Profile

Consultants shall provide a brief description of the firm, including:

- Legal name, address, and year established
- Type of organization (corporation, partnership, sole proprietorship, etc.)
- Areas of specialization relevant to ISO Fire Suppression Rating Schedule (FSRS) consulting
- Experience providing ISO consulting services to municipal fire departments

3. Project Team and Key Personnel

Consultants shall identify the personnel proposed to perform the services, including:

- Project Manager
- Key staff members assigned to the project
- For each individual, provide:
 - Name and title
 - Relevant education, certifications, and professional experience
 - Specific role and responsibilities for this project
- Consultants shall disclose whether Subconsultants will be utilized. Substitution of

key personnel after award shall require prior City approval.

4. Relevant Experience

Consultants shall demonstrate experience providing ISO FSRS consulting services within the past five (5) years. At a minimum, provide:

- A description of at least three (3) comparable projects
- Client name and location
- Scope of services provided
- ISO outcome or classification achieved or maintained
- Reference contact name, phone number, and email address
- Experience with ISO Class 1 or Class 2 jurisdictions is preferred.

5. Project Approach and Methodology

Consultants shall describe their proposed approach to assisting the City with ISO Class 1 consulting services, including:

- Understanding of ISO FSRS criteria and scoring methodology
- Proposed strategy for assessing current conditions and identifying gaps
- Coordination with Fire Department staff and other City departments (e.g., Utilities, Emergency Communications, Public Works)
- Documentation development and ISO submission support
- Preparation for ISO evaluation and post-evaluation support
- The response should demonstrate a structured, practical, and collaborative approach.

6. Project Management and Quality Control

Consultants shall describe their project management approach, including:

- Methods for scheduling, coordination, and communication
- Quality control and internal review procedures
- Methods for ensuring accuracy, completeness, and compliance with ISO standards

7. Availability and Capacity

Consultants shall describe their availability and capacity to perform the services, including:

- Ability to commence services upon contract execution
- Anticipated workload during the contract term
- Availability of key personnel

8. Licensing and Compliance

Consultants shall confirm compliance with all applicable federal, state, and local requirements, including proper licensing to perform the services in the State of Florida. Required documentation shall be provided at time of award.

9. Required Forms and Affidavits

Consultants shall include all required City forms and affidavits, fully completed and executed, including but not limited to:

- Non-Collusion Affidavit
- Public Entity Crimes Certification
- E-Verify Affidavit
- Cone of Silence Affidavit
- Equal Benefits for Domestic Partners Affidavit
- Vendor Certification Regarding Scrutinized Companies
- Indemnification Form

Note: Confidential and Proprietary Information. Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the data or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant's information.

3.4 ASSIGNMENT

The awarded Consultant(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.

3.5 CONTRACT CANCELLATION

The City of Key West reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to Awarded Consultant, and Awarded Consultant reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred and twenty (120) days written notice to the City Manager.

END OF SECTION 3

SECTION 4

AFFIDAVITS AND CERTIFICATIONS

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

BIDDERS 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. 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 Package are those named herein, that this Qualifications Package is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Qualifications Package is made without any connection or collusion with any person submitting another Qualifications Package 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 Package 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, 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 Subconsultant 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

Consultant 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 Package for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a Qualifications Package 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 Consultant, I hereby certify that the company identified above in the section entitled "Consultant 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

Consultant 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 Consultant, 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 Consultant 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. Consultant understands and agrees that any and all liabilities regarding the use of any subconsultant or subconsultant for services related to this agreement shall be borne solely by the Consultant. Ten dollars of the consideration paid by the City is acknowledged by Consultant as separate, good and sufficient consideration for this indemnification. This indemnification shall be interpreted to comply with Section 725.06 and 725.08, 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, Consultant 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 Consultant 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 Consultant, or persons employed or utilized by Consultant.

The CONSULTANT'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 Consultant's limit of or lack of sufficient insurance protection.

COMPANY SEAL

CONSULTANT: _____

Address _____

Signature _____

Print Name

Date

Title

NOTARY FOR THE CONSULTANT

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 Consultants doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

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

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

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

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

Date

(Signature of Authorized Representative)

State of _____

County of _____

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

Signature, Notary Public

Commission Expires

Stamp/Seal:



**THE FOLLOWING AGREEMENT IS A DRAFT AGREEMENT AND SHOULD NOT BE FILLED OUT
AS PART OF THE QUALIFICATION PACKAGE.**

AGREEMENT BETWEEN CITY OF KEY WEST

And

For

Fire Department ISO Class 1 Consultant

KEY WEST, FLORIDA

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, 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, together with: (a) **City RFQ No. 26-002 – Fire Department ISO Class 1 Consultant**; (b) Consultant's Qualifications Package/Response dated _____, 2026; (c) all exhibits, Task Orders, purchase orders (if required by City process), addenda (if any), and supplemental documents that are by this provision expressly incorporated herein by reference. In the event of conflict, **this Agreement controls**, then Task Order, then RFQ, then Consultant's Response, unless a Task Order expressly states otherwise.
- 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. Consultant:** The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the Task Order.
- 1.6. City:** City of Key West.
- 1.7. Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT under this Agreement.

ARTICLE 2
PREAMBLE

- 2.1.** The City of Key West is soliciting and contract for professional services to assist the City's Fire Department in achieving and/or maintaining an Insurance Services Office (ISO) Public Protection Classification (PPC) Class 1 rating. The selected Consultant will provide expert analysis, project management support, and recommendations across all components of the ISO Fire Suppression Rating Schedule (FSRS).
- 2.2.** 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).

- 2.3. Negotiations pertaining to the services to be performed by Consultant were undertaken between Consultant and staff selected/authorized by the City, and this Agreement incorporates the results of such negotiations.
- 2.4. The City and the Awarded Consultant shall execute this Agreement within **thirty (30) days** after Notification of Award through action taken by the City Commission at a fully authorized meeting. If the Awarded Consultant fails to enter into the Agreement as provided, the award may be declared null and void and the City may award to the next most responsible and responsive Consultant(s) or re-advertise, as determined by the City.

ARTICLE 3

SCOPE OF SERVICES AND STANDARD OF CARE

- 3.1. **Scope of Services (General)** - Consultant's services may include, but are not limited to, providing expert analysis, project management support, and recommendations across ISO FSRS components to assist the City in achieving and/or maintaining ISO PPC Class 1 readiness.
 - 3.1.1. Conduct a kickoff meeting; develop a comprehensive project plan with milestones, responsibilities, and timelines leading up to an ISO evaluation or re-evaluation; and provide ongoing advisory support to ensure sustained Class 1 compliance and preparedness.
 - 3.1.2. Assess staffing, deployment, training, apparatus, equipment inventory, and response performance; evaluate station distribution and turnout/travel benchmarks; review training documentation and facilities; identify gaps and recommend improvements; and recommend enhancements to policies/SOPs/performance metrics to maximize ISO credit.
 - 3.1.3. Evaluate dispatch operations documentation and performance (call-receipt procedures, dispatch time, staffing, CAD, training, redundancy); verify compliance with ISO standards; and identify opportunities to increase credit through operational/technology improvements.
 - 3.1.4. Coordinate with Utilities to evaluate water distribution (hydrant distribution, flow testing, maintenance, mapping); review fire flow documentation; and recommend infrastructure/documentation/testing improvements to optimize ISO credit.
 - 3.1.5. Evaluate effectiveness of CRR programs (inspections, plan review, public education, investigations, code enforcement); review workload/staffing/documentation; and recommend targeted enhancements to increase ISO credit.
 - 3.1.6. Review historical ISO reports and current scoring projections; develop a detailed gap analysis against Class 1 standards; assist with documentation collection/organization/formatting; and provide a written report summarizing findings, corrective actions, and projected scoring outcomes.
 - 3.1.7. Work with leadership to implement improvements (policy updates, training plans, operational adjustments); guide data tracking/QA/performance monitoring; and coordinate with multiple City departments (Fire, Utilities, IT, Emergency Communications, Public Works) to ensure interdepartmental compliance.
 - 3.1.8. Prepare staff through training, mock evaluations, and documentation reviews; participate

in ISO on-site visits/calls/evaluations; and provide technical support responding to ISO inquiries and data requests.

- 3.1.9. At minimum, Consultant shall provide: (a) comprehensive gap analysis report; (b) ISO scoring projection report; (c) improvement and implementation plan with timelines; (d) updated documentation templates and tracking tools; and (e) final project completion report summarizing outcomes and Class 1 preparedness.
- 3.1.10. Consultant and City acknowledge that the Scope of Services does not delineate every detail and minor work/task required to complete any particular Task Order. If Consultant determines that work is outside the level of effort originally anticipated for a Task Order, Consultant shall notify the Contract Administrator in writing **before** proceeding. Notice does not constitute authorization. Work performed outside the authorized level of effort **without prior written City approval** or a modified Task Order is at Consultant's sole risk.

3.2. Level of Effort / Out-of-Scope Work - Consultant and City acknowledge that the Scope of Services does not delineate every detail and minor work/task required to complete any particular Task Order. If Consultant determines that work is outside the level of effort originally anticipated for a Task Order, Consultant shall notify the Contract Administrator in writing before proceeding. Notice does not constitute authorization. Work performed outside the authorized level of effort without prior written City approval or a modified Task Order is at Consultant's sole risk.

3.3. Task Orders; Authorization; Documentation

- 3.3.1. The specific services and compensation shall be as mutually agreed in separate Task Orders. Each Task Order when fully executed becomes a supplement to and part of this Agreement.
- 3.3.2. Each Task Order shall be supported by appropriate cost and pricing data and other documentation required by the City.
- 3.3.3. Task Orders shall be numbered consecutively as specified by the City and shall include scope, deliverables, time of completion, total estimated costs, and method of compensation. Amended Task Orders shall include substantially the same information.
- 3.3.4. The City may make or approve changes within the general scope of a Task Order. If changes affect cost or time, an equitable adjustment shall be made via Task Order amendment.
- 3.3.5. A Task Order may be terminated at any time, with or without cause, by the City upon written notice. Consultant shall perform no further work upon receipt unless specifically authorized by the City. On termination, Consultant shall be paid for authorized services performed up to the termination date, plus (if terminated for convenience) reasonable close-out expenses. The City shall not pay anticipatory profits.
- 3.3.6. Consultant shall begin services under any Task Order only when authorized in writing by the City (including issuance of a Purchase Order, if required by City process) and delivered to Consultant.
- 3.3.7. The City and Consultant may negotiate additional scopes/compensation/time for each Task Order. If the parties cannot agree, the City may terminate negotiations at no cost and procure services elsewhere.

3.4. Standard of Care - Consultant shall perform professional services at the level customary for competent and prudent professionals in Consultant's field performing such services at the time and place where services are provided. If Consultant fails to comply and errors/omissions are made,

Consultant shall correct the work and reimburse the City for damages to the extent provided by law and this Agreement.

- 3.5. Compliance with Laws** - Consultant shall perform Task Orders consistent with applicable federal, state, and City laws, codes, and regulations that pertain to the Task Order. Where changes are effective or anticipated and known to Consultant, Consultant shall present options for implementation.
- 3.6.** 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 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.
- 3.7.** 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. Each Task Order when fully executed shall become a supplement to and a part of this Agreement.
- 3.7.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the City.
- 3.7.2. 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.
- 3.7.3. The City may make or approve changes within the general Scope of Services in any Task Order. If such changes affect 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.
- 3.7.4. 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.
- 3.7.5. The CONSULTANT shall begin services under any Task Order when authorized by a Purchase Order issued by the City and delivered to CONSULTANT.
- 3.8.** 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.

- 3.9.** 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, CONSULTANT will correct such work that contains errors or omissions and reimburse City through compensation for damages.
- 3.10.**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.
- 3.11.** Construction Responsibility - Notwithstanding anything in this Agreement, CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by City's construction Consultants.
- 3.12.** Estimates - Since CONSULTANT has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of any opinions of probable construction cost as compared to construction Consultant's bids or the actual cost to the City.

ARTICLE 4

TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONSULTANT DAMAGES

4.0 Term; Renewals - The initial term of this Agreement shall prevail for a three (3) year period from the Effective Date. Prior to, or upon completion of that term, the City shall have the option to renew for one (1) additional two (2) year period, for a maximum total term of five (5) years. Continuation is a City prerogative, not a right of Consultant, and may be exercised only when in the best interest of the City.

4.1. Time for Performance - Consultant shall perform services described in each Task Order within the time periods specified therein. Each such time period shall commence from the date of written authorization for such services (including purchase order issuance where required).

4.2. Approval Before Proceeding - Consultant must receive written approval from the Contract Administrator prior to beginning performance of services in any subsequent Task Order phase (if phased) or subsequent Task Order. The Contract Administrator may require deliverables/documents for review prior to authorizing proceeding.

4.3. Delays Outside Consultants Control - 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 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.

4.4. Consultant Services Extended Through No Fault of Consultant - In the event the Consultant fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with City or if Consultant is granted an extension of time beyond said substantial completion date, and Consultant's services are extended beyond the substantial completion date, through no fault of Consultant, Consultant shall be compensated in accordance with Article 5 for all services rendered by Consultant beyond the substantial completion date.

4.5. Consultant-Caused Delay - In the event Consultant fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with City, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of Consultant, then Consultant shall pay to City its proportional share of any claim or damages to Consultant or City arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 7.8, INDEMNIFICATION OF CITY.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1. AMOUNT AND METHOD OF COMPENSATION - The types of compensation methods, which shall be used to pay for the Consultant's services, are limited to the following:

5.1.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the Consultant's salaries, general overhead costs, direct expenses, and profit.

5.1.1.1. 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. During construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to Consultant for additional work or deleted from the amount owed Consultant for less time required.

5.1.1.2. In the event of a change of scope, City shall authorize in writing an appropriate decrease or increase in compensation.

5.1.1.3. Monthly invoicing will be based on an estimate of the percentage of work completed at the end of the preceding month.

5.1.1.4. The Consultant shall submit wage rates and other actual unit costs supporting the compensation. 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.

5.1.2. Cost Reimbursable-Per Diem (Time and expenses)

5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the work 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.

5.1.2.2. Hourly rates for the contract (Consultant AND Subconsultants): See attached

Exhibit A.

5.1.2.3. 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) 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.

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

5.1.2.5. 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 increased.

5.2. REIMBURSABLE EXPENSES

5.2.1.1. 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:

5.2.1.2. 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.

5.2.1.3. 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.

5.2.1.4. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.

5.2.1.5. Cost of printing, reproduction or photography that is required by or of Consultant to deliver services set forth in this Agreement.

5.2.1.6. Identifiable testing costs approved by Contract Administrator.

5.2.1.7. 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 Consultant.

5.2.2. It is acknowledged and agreed to by Consultant that the dollar limitation set forth in paragraphs 5.2.1.1 through 5.2.1.7 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.

5.2.3. All sub-Consultants' hourly rates shall be billed in the actual amount paid by Consultant. Sub-Consultant Reimbursable Expenses are limited to the items in Paragraphs 5.2.1.1 through 5.2.1.7 described above when the sub-Consultant's agreement provides for reimbursable expenses.

5.3. METHOD OF BILLING

5.3.1. Lump Sum Compensation

Consultant shall submit billings identifying type of work completed on a monthly basis in a timely manner. These billings shall identify the nature of the work performed 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.

5.3.2. 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 subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.3.3. If requested, Consultant shall provide copies of past paid invoices to any subconsultant or sub-Consultant prior to receiving payment. City reserves the right to pay any subconsultant or sub-Consultant, if Consultant has not paid them timely and the services of the subconsultant or sub-Consultant are necessary to complete the Work.

5.4. METHOD OF PAYMENT

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

5.4.2. In the event Consultant has utilized a Sub-Consultant to perform the Work, Consultant will be required to provide documentation that Sub-Consultant and Sub-Consultants of Sub-Consultants have been paid prior to payment being made to Consultant.

5.4.3. Payment will be made to Consultant at:

Address: _____

ARTICLE 6
CITY'S RESPONSIBILITIES

- 6.1. Information** - 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 design or construction of the Task Order.
- 6.2. Access** - 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. Review** - CITY shall review the CONSULTANT's 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. Notice of Development** - 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's services or any defect in the work of any Contract.

ARTICLE 7
MISCELLANEOUS

7.1. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, data matrices and calculations generated and used to evaluate and compute the construction or material requirements for the Task Order, studies, surveys, drawings, maps, models, photographs 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. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this Article. Consultant is not responsible for damages caused by the unauthorized re-use by others of any of the materials for another Task Order.

7.2. TERMINATION

- 7.2.1. This Agreement may be terminated with or without cause by City at any time.
- 7.2.2. Notice of termination shall be provided in accordance with paragraph 7.12 NOTICES of this Agreement.
- 7.2.3. 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.

7.3. AUDIT RIGHT AND RETENTION OF RECORDS

- 7.3.1. 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.
- 7.3.2. 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.

7.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS

- 7.4.1. 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.
- 7.4.2. 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.
- 7.4.3. Consultant shall comply with City Ordinance Sec. 2-799 Requirements for City Consultants to Provide Equal Benefits for Domestic Partners.

7.5. PUBLIC ENTITY CRIMES ACT

- 7.5.1. 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 Consultant, Consultant 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 Consultant, supplier, subconsultant, or Consultant 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.

7.5.2. 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.

7.5.3. Consultant shall promptly notify City if it or any subconsultant or sub-Consultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

7.6. SUB-CONSULTANTS

Consultant may use the sub-Consultants identified in the Qualifications Package 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 to this contract.

7.7. ASSIGNMENT AND PERFORMANCE

7.7.1. 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 7.36.

7.7.2. 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.

- 7.7.3. 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 products(s) provided to or on behalf of City shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 7.7.4. Consultant shall not change or replace overall project manager identified in Consultant's response to the RFQ without the Contract Administrator's prior written approval.

7.8. INDEMNIFICATION OF CITY

- 7.8.1. 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 Subconsultants 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.
- 7.8.2. 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.

7.9. INSURANCE

- 7.9.1. CONSULTANT is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONSULTANT shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Professional Liability	\$1,000,000	Per Claim / Aggregate

7.9.2. CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies— excepting Professional Liability—on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONSULTANT will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

7.9.3. Notwithstanding any other provision of the Contract, the CONSULTANT shall maintain complete worker’s compensation coverage for each and every employee, principal, officer, representative, or agent of the CONSULTANT who is performing any labor, services, or material under the Contract. Further, CONSULTANT shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

7.9.4. If the work is being done on or near a navigable waterway, CONSULTANT’s workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONSULTANT shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workers’ compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of worker’s compensation coverage under each policy.

7.9.5. CONSULTANT’s insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

7.9.6. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

7.9.7. CONSULTANT will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONSULTANT will notify City of Key West immediately by telephone at (305) 809-3964 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONSULTANT.

7.9.8. It shall be the responsibility of the CONSULTANT to ensure that all sub-Consultants/Subconsultants comply with the same insurance requirements as is required of CONSULTANT.

7.9.9. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall

become unsatisfactory to the City, the CONSULTANT shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the CONSULTANT to furnish, deliver and maintain such insurance as required above, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the CONSULTANT to take out and/or maintain any required insurance shall not relieve the CONSULTANT from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the CONSULTANT concerning indemnification.

7.10. REPRESENTATIVE OF CITY AND CONSULTANT

7.10.1. The parties recognize that questions in the day-to-day conduct of the Task Order will arise. The Contract Administrator, upon Consultant's request, 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.

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

7.11. ALL PRIOR AGREEMENTS SUPERSEDED

7.11.1. 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 attached. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

7.11.2. 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.

7.12. NOTICES

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:

FOR CITY OF KEY WEST:

City of Key West 1300
White Street Key
West, FL 33040

FOR CONSULTANT:

Contact Name: _____

Address: _____

7.13. TRUTH-IN-NEGOTIATION CERTIFICATE

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.

7.14. INTERPRETATION

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.

7.15. CONSULTANT'S STAFF

- 7.15.1. Consultant shall provide the key staff identified in their Qualifications Package for Task Order as long as such key staffs are in Consultant 's employment.
- 7.15.2. Consultant shall obtain prior written approval of Contract Administrator to change 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.
- 7.15.3. If Contract Administrator desires to request removal of any of Consultant 's staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal.
- 7.15.4. The City reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The City's acceptance of a team member shall not be unreasonably withheld.
- 7.15.5. 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.
- 7.15.6. 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.

7.15.7. 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.

7.15.8. 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.

7.15.9. 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.

7.16. INDEPENDENT CONSULTANT

Consultant is an independent Consultant 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.

7.17. THIRD PARTY BENEFICIARIES

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 subconsultant or sub-Consultant, whether named or unnamed, shall be a third-party beneficiary of this Agreement.

7.18. CONFLICTS

7.18.1. 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.

7.18.2. 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.

7.18.3. In the event Consultant is permitted to use sub-Consultants to perform any services required by this Agreement, Consultant agrees to prohibit such sub- Consultant from having any conflicts as within the meaning of this section and shall so notify them in writing.

7.19. CONTINGENCY FEE

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.

7.20. WAIVER OF BREACH AND MATERIALITY

7.20.1. 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.

7.20.2. 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.

7.21. COMPLIANCE WITH LAWS

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. 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.

7.22. SEVERABILITY

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Consultant elects to terminate this Agreement.

7.23. JOINT PREPARATION

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

7.24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any

exhibit 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.

7.25. FEDERAL FUNDING COMPLIANCE

When federal funds are utilized, in whole or in part, for performance under this Agreement, the Consultant and all tiers of Subconsultants shall comply with all applicable federal laws, regulations, and contract provisions, including but not limited to those contained in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Appendix II to Part 200, and any other conditions required by the funding agency or pass-through entity. The Consultant is responsible for ensuring that all Subconsultants are aware of and comply with these requirements and shall incorporate all mandatory federal contract clauses into every subcontract, purchase order, or lower-tier agreement related to this project. The Consultant shall maintain all required documentation demonstrating compliance and shall make such records available to the City of Key West, the federal funding agency, and the U.S. Comptroller General upon request. Failure to comply with any of the above provisions may result in termination of this Agreement, suspension or debarment, and/or other remedies as permitted by law.

7.26. APPLICABLE LAW AND VENUE

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, arbitration or any other legal proceeding shall be Monroe County, Florida.

7.27. INCORPORATION BY REFERENCE

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

- Exhibit A – Consultant/Sub-Consultants’ Hourly Rates (Submitted by Awarded Consultants)
- City’s Solicitation Document – RFQ 26-002 Fire Department ISO Class 1 Consultant
- Consultants Solicitation Response - RFQ 26-002 Fire Department ISO Class 1 Consultant

7.28. COUNTERPARTS

This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be an original.

7.29. Public Records; Consultant’s Duties. To the extent Consultant is providing series and acting on behalf of the City, Consultant shall:

1. Keep and maintain public records required by the City in order to perform this Agreement.
2. Upon request from the City’s records custodian, provide the public with access to public records in Consultant’s possession relating to this Agreement on the same terms and at the same cost that the City would provide the records, or provide such records to the City to respond to the request.
3. Ensure that any public records containing information that is confidential or exempt from

disclosure are maintained as required by law and not disclosed except as authorized.

4. Upon completion or termination of this Agreement, transfer to the City, at no cost, all public records in Consultant's possession relating to this Agreement, or, if the City directs and the law allows, keep and maintain the records as required by Chapter 119, Florida Statutes. Records stored electronically shall be provided to the City in a format that is compatible with the City's systems.
5. If Consultant fails to comply with a public records request, the City may enforce the provisions of Chapter 119, Florida Statutes, and may unilaterally cancel this Agreement for cause and seek any remedies available in law or equity.

The City designates the City Clerk (or other specified official) as the custodian of public records for this Agreement. Requests to inspect or copy public records relating to this Agreement should be made to: [insert Chapter 119 contact block required by 119.0701(2)(b)]

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____

Procurement Requirements: 2 CFR 200

In anticipation of potentially receiving Federal or State funds for this project in the future, the City will comply with §200.318 - §200.327 of 2 CFR 200. As a result, the following State and Federal requirements will be adhered to:

2. Conflict of Interest: All firms must disclose with their bid the name of any officer, director or agent who is also an employee of the City or any of its departments. Further, all firms must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the firm's entity or any of its branches or subsidiaries.

1) Non-government Conflicts

- a) A firm shall not submit a response or enter into a contract with the City if the contract would result in the Consultant having a conflict of interest. As used herein, the term conflict of interest shall mean:
 - i. The firm's contract with another customer or entity will be averse to the interest of the City; or
 - ii. There is a significant risk that the interest of the City will be materially impacted by the firm's responsibilities to a current customer or entity, a former customer or entity or any other third party.
- b) Notwithstanding the existence of a conflict of interest under paragraph (a), a firm may submit a Qualifications Package and enter into a contract with the City if:
 - i. The firm reasonably believes that they will be able to provide competent and diligent representation to each affected customer or entity and;
 - ii. The conflict of interest is not prohibited by law and;
 - iii. The Qualifications Package or contract does not involve the assertion of a claim by one customer or entity against another represented by the firm in the same project or other proceeding

In addition, each individual participating in the selection process for professional services contracts must also disclose any conflict of interest. CONSULTANT and subconsultant firms representing the City of Key West must be free of conflicting professional or personal interests. It is the responsibility of the CONSULTANT to recuse itself from submitting responses for a project if a conflict of interest exists. Subconsultants are responsible for disclosing potential conflicts of interest to the prime CONSULTANT firm and recusing themselves accordingly where conflict of interest exists.

3. Full and Open Competition: All procurement transactions for the acquisition of property or

services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of §200.319 & §200.320.

4. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

1) The City will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2) Affirmative steps shall include:

- i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- vi) Requiring the prime Consultant, if subcontracts are to be let to take the affirmative steps listed in paragraphs (e)(2) (i) through(v) of this section.

5. Procurements of Recovered Materials: The City and its Consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. Unnecessary or Duplicative Items: Provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an

analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

7. Federal Excess and Surplus Property: The City encourages the use of Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
 8. Settlement of All Contractual and Administrative Issues: The City alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the City unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.
 9. Local Preference: Local preference is not allowed.
 10. Domestic Preferences for Procurements: As appropriate and to the extent consistent with law, the City, to the greatest extent practicable under a Federal award, prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States. For the purposes of this section:
 - 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
 11. E-Verify (Execute Order 11-116): CONSULTANT:
 - 1) Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired during the contract term; and
-

- 2) Shall expressly require any Subconsultants performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subconsultant during the contract term.
12. Executive Order 11246: Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
13. Termination: This agreement may be terminated at any time, with or without cause, by the City upon thirty (30) days written notice to the CONSULTANT. No further work will be performed by the CONSULTANT upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT will 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 agreement. The City will not pay for anticipatory profits.

Violation of any local, state, or federal law in the performance of this contract shall constitute a material breach of this contract, which may result in the termination of this contract or other such remedy, as the City deems appropriate.

14. Public Records: Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011(12), Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any firm claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. Consultants must provide the Sub-recipient, pass-thru entity, Federal awarding agency, Comptroller General of the United States, or any duly authorized representatives right of access to any books, documents, papers, or records which are directly pertinent to the project for the purpose of making audits, examinations, excerpts, and transcriptions.
 15. Records Retention: Retention of all required records for six (6) years after final payments are made and all other pending matters are closed.
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16. Convicted Vendor List 287.133(2)(a), F.S.: check the convicted vendors list prior to making any awards to ensure that contracts greater than \$35,000 are not awarded to convicted vendors for a period of thirty-six (36) months following the date of their placement on the convicted vendors list.
17. Discriminatory Vendor List 287.134(2)(a), F.S.: check the discriminatory vendors list prior to making any awards to ensure that contracts are not awarded to vendors on the discriminatory vendors list.
18. Monthly and Quarterly Monitoring: The selected firm will provide monthly and quarterly documentation and reports regarding status, changes, and other details as per stipulated grant requirements for submittal by the City.

In addition, Appendix II to Part 200 (see next page) must be included in all contracts:

Federal Contract Clauses
(Applicable when Federal Funds are used for compensation)

Federal Contract Provisions for Non-Federal Entities:

- a) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c) **Equal Employment Opportunity:** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- d) **Davis-Bacon Act:** as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Consultants must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Consultants must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Consultants and SubConsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Consultant or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e) **Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)):** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f) **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

- k) **DHS SEAL, Logo, and Flags** - The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Consultant shall include this provision in any subcontracts.
- l) **Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding** - This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- m) **No Obligation by Federal Government** - The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.
- n) **Program Fraud and False or Fraudulent Statements or Related Acts** - The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant’s actions pertaining to this contract.
- o) **Affirmative Socioeconomic Steps** - “If subcontracts are to be let, the prime Consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- p) **Copyright and Data Rights** - The Consultant grants to the City of Key West, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to

reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the City of Key West or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and Consultatural works. Upon or before the completion of this contract, the Consultant will deliver to the City of Key West data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Key West.

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Exhibit A – Hourly Rates

Labor Category	Description	Max Hourly Rate
ISO Program Manager	Overall coordination, ISO readiness oversight, reporting	\$80/hr
Fire Operations Analyst	Staffing, apparatus, training, response analysis	\$70/hr
Emergency Communications Analyst	Dispatch, CAD, call handling documentation	\$70/hr
Water Supply / Hydrant Analyst	Fire flow data, hydrant spacing, records	\$70/hr
Documentation & Data Specialist	Records organization, ISO forms, exhibits	\$60/hr
Administrative Support	Formatting, tracking, file prep	\$50/hr

- **Consultants shall identify named personnel for each labor category.**
- **Blended or average rates are prohibited.**
- **Compensation shall be based on hourly rates set forth in Exhibit A. Total billable hours shall not exceed 600 hours per contract year unless authorized in writing by the City Manager or designee.**