

City of Key West, Florida

REQUEST FOR PROPOSALS



Building Permit Plan Review and Inspection Services

RFP No. 001-21

November 21, 2020

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, Commercial and Charterboat fishing. Thus, a large portion of the work force 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 2018 estimated permanent population was 24,565. In addition to the permanent population, the City is a world-renowned tourist destination and a popular location for second homes. The total number of people in Key West on an average day, including permanent residents, seasonal residents, the maritime population, overnight tourists, day-trippers, cruise ship visitors, commuters, and shoppers, is estimated to be over 50,000. This number would spike significantly during special events such as Fantasy Fest or New Year's Eve.

The City operates under the commission-manager form of government with six district Commissioners and one Mayor at large. The City Commission appoints the members of several volunteer boards and commissions who carry out responsibilities specified by State law, the City Charter, and local ordinances. These boards and commissions include the Planning Board, the Historic Preservation Committee, Tree Commission, Special Advisory Committees are also appointed by the City Commission to provide community input on issues and projects as needed. Currently, these boards include, Key West Bight Management District Board, Parks & Recreation Advisory, Bahama Village Redevelopment Advisory Committee, Arts in Public Places Advisory Board, Contractors Examining Board and the Environmental Sustainability Board. The City of Key West has eighteen departments that employ over 524 full and part-time positions.

Building Permit Plan Review and Inspection Services

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INFORMATION TO PROPOSERS

SUBJECT: REQUEST FOR PROPOSALS RFP NO. 001-21
BUILDING PERMIT PLAN REVIEW AND INSPECTION SERVICES

ISSUE DATE: November 21, 2020

MAIL OR SPECIAL
DELIVERY REPOSSES TO: CITY CLERK
CITY OF KEY WEST
1300 WHITE STREET KEY WEST, FL 33040

DELIVER PROPOSALS TO: SAME AS ABOVE PROPOSALS MUST

BE
RECEIVED: DECEMBER 21, 2020

NOT LATER THAN: 3:00 P.M. LOCAL TIME

DAVID SERMAK
PURCHASING AGENT
CITY OF KEY WEST
dsermak@cityofkeywest-fl.gov

REQUEST FOR PROPOSAL

Sealed Proposals for the City of Key West RFP No. 001-21 **BUILDING PERMIT PLAN REVIEW AND INSPECTION SERVICES**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until **3:00 pm on December 21st, 2020** and then will be publicly opened and read. Any proposals received after the time and date specified will not be considered.

Please submit two (2) originals and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside either “PROPOSAL FOR RFP No. 001-21 BUILDING PERMIT PLAN REVIEW AND INSPECTION SERVICES” addressed and delivered to the City Clerk at the address noted above.

The City of Key West is seeking proposals to provide Building Permit Plan Review and Inspection Services. The City will consider proposals that include a broad range of business, financial and organizational structures and relevant experience in event management, while providing these services.

Documents may be requested from DemandStar at www.demandstar.com or by calling 1-800-711-1712 or at www.cityofkeywest-fl.gov.

A **mandatory pre-proposal meeting** will be held in the City Manager’s conference room at 1300 White Street, Key West, Florida on **December 2nd, 2020 at 3:00 P.M.** **Meeting attendance in person or via telcon is mandatory.**

From computer, tablet or smartphone.

Join Zoom Meeting

<https://zoom.us/j/99464887134?pwd=bjlgUXBaRG4wMWZpQzlmN1FBVjV6dz09>

Meeting ID: 994 6488 7134

Passcode: 686780

Dial by your location

1 301 715 8592

Meeting ID: 994 6488 7134

Passcode: 686780

The Proposer will be required to furnish documentation showing that he/she is in compliance with applicable licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents.

All insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the services contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent successful Proposer to perform the size and type of services specified under this Contract. Upon request, the Proposer shall submit such information as deemed necessary by the CITY to evaluate the Proposer's qualifications.

For information, clarification or to ask questions concerning the proposed services, please contact Patti McLauchlin, Assistant City Manager, by email only at pmclauchlin@cityofkeywest-fl.gov. The City's "Cone of Silence" Ordinance 2-773 does not allow verbal communications.

Prospective Proposers shall promptly notify the CITY in writing of all conflicts, errors, ambiguities, inconsistencies, or discrepancies that Proposers find in the Proposal Documents.

No verbal inquiries shall be received or responded to. All questions and clarification inquiries from Proposers concerning the proposals must be submitted in writing either through email, or mail. Any written inquiries must be received by CITY no later than ten (10) calendar days prior to the scheduled date for receipt of proposals. Questions will be answered in writing by the CITY and made available to all registered RFP holders. See also Section 1.2.18.

Questions should be sent to:

City of Key West
1300 White Street, Key West, FL 33040
Attn.: Patti McLauchlin
Email: pmclauchlin@cityofkeywest-fl.gov

RFP SCHEDULE

Event	Date
Broadcast Date	November 21, 2020
Mandatory Pre-Bid	December 2, 2020
Deadline for Questions	December 11, 2020
Answers Submittal Deadline	December 15, 2020
Opening of Proposals	December 21, 2020
Evaluation Committee Meets	December 28, 2020
Place of City Commission Agenda (Tentative)	January 5, 2021

Building Permit Plan Review and Inspection Services

SCOPE OF WORK

I. The City of Key West will select qualified firm(s) to provide Building Permit Plan Review and Inspection Services for The Building Department. This Request for Proposals (RFP) seeks responses from firms with strong professional qualifications in providing inspection and plans review services for various trades and disciplines. The successful firm(s) shall be expected to expeditiously perform the necessary tasks included in this document and must have the capacity to handle multiple assignments concurrently. The successful firm(s) will provide services on an as needed basis throughout the term of the agreement. This contract is anticipated to start immediately following Commission approval and will be valid for three years with up to three one-year renewals. It is the responsibility of the building inspector to conduct inspections of construction, alteration, repair, remodeling, or demolition of structures and the installation of building systems, when permitting is required, to ensure compliance with the Florida Building Code. Each building inspector must be licensed in the appropriate category as defined in Florida Statute 468.603. The building code inspector's responsibilities will be performed under the direction of the building administrator or Building Official.

II. The scope of work to be performed by the awarded firm may consist of, but not be limited to the following:

- a. Provide Building Code Inspectors who conduct inspections of building construction, erection, repair, addition, or alteration projects that require building code permits indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other applicable construction codes as required by law. Firms must be able to provide the following categories of inspection services: building inspector, commercial and residential electrical inspector, mechanical inspector, and plumbing inspector, fuel gas, and accessibility,

It is the responsibility of the building code inspector to conduct inspections of construction, alteration, repair, remodeling, or demolition of structures and the installation of building systems to ensure compliance with the Florida Building Code and any applicable local technical amendment to the Florida Building Code. Each building code inspector must be licensed in the appropriate category as defined in Fla. Stat 468.603. The building code inspector's responsibilities will be performed under the direction of the City of Key West Building Official.

- b. Provide Plans Examiners who are qualified to determine that plans submitted for purposes of obtaining building and other permits comply with the applicable building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other applicable construction codes. Categories of plans examiners include: Building plans examiner, Plumbing plans examiner, Mechanical plans examiner, and Electrical plans examiner.

It is the responsibility of the plans examiner to conduct review of construction plans submitted in the permit application to assure compliance with the Florida Building Code and any applicable local

technical amendments to the Florida Building Code. The review of construction plans must be done by a person licensed in the appropriate plans examiner category as defined in Fla Stat. 468.603 or be a licensed Professional Engineer competent in the applicable category. The plans examiner's responsibilities will be performed under the supervision and authority of the City of Key West Building Official.

- c. Have the ability if needed to provide Certified Building Official who will be responsible for signing off on permits, certificates of occupancies. The Building Official must be fully certified per the Department of Business & Professional Regulations.

All other relevant assignments relating to Building Permitting and Inspection Services, as requested.

All service providers shall be licensed and certified in accordance with all applicable laws. Including but not limited to Florida Statutes 468 and 633.

Prior Year Inspection Totals:

Five-year Total Inspections by Type (2015-2019)						
Building	Mech	Elect	Plumb	Fuel Gas	Fire*	Totals 2015-2019
26,147	3,590	8,917	4,971	396	291	44,312

Annual Average Inspections by Type						
Building	Mech	Elect	Plumb	Fuel Gas	Fire*	Total per year
5,229	718	1,783	994	79	58	8,861

Building Permit Plan and Inspection Services

I. General: Consulting Firm(s) will consist primarily of Building Permit Plan Review and Inspection Services including, but not limited to:

- i. Building Code Review
- ii. Mechanical Code Review
- iii. Electrical Code Review
- iv. Plumbing Code Review
- v. Life Safety Code Review
- vi. City Fire Marshal

- a. Inspect buildings, plumbing, electrical, heating, air conditioning, and mechanical installations in the process of construction, expansion, alteration or removal and assure that such work is done in conformance with applicable codes, approved plans and permits.
- b. Identify violations of the Florida Building Code, SREF, County Code of Ordinances, and other applicable rules and regulations and enforce correction of defects. Maintain records and make reports. Upon completion of construction, assist with final inspections to verify full compliance with codes and approved plans to achieve Certificate of Occupancy or Certificate of Completion.

Building Permit Plan Review and Inspection Services

I. Eligibility:

- a. LICENSES: Proposers must be authorized to do business in the State of Florida and must possess all required registration(s), certification(s) and license(s) in accordance with all applicable Florida Statutes, ordinances, regulations, and/or Board Policies.
- b. YEARS IN BUSINESS: If the proposer is a newly formed firm/company, or joint venture, at least one principal must have been a principal of a firm(s) for a period of no less than five (5) years (or if the solicitation is for a sheltered market, no less than one (1) year with documented proof of similar responsibilities and experience). Proposer is to provide appropriate documentation for review. "Principal" of a firm shall be defined as the sole proprietor in the case of a sole proprietorship, all partners in the case of a partnership or joint venture, or all shareholders and officers in a corporation. When a joint venture or a partnership is formed by one or more corporations, each of the shareholders and officers of the corporation(s) shall be considered a principal.

Proposal Submission Information

- I. Proposals should be divided into sections and submitted with the respective TABS using the following numbers and titles below:

TAB 1 - INTRODUCTION/FORMS:

- i. Submit a one page cover letter.
- ii. Respondent shall complete and execute the forms located in this RFP and include them in this section.

TAB 2 - PROJECT EXPERIENCE/REFERENCES:

- i. Provide a listing of similar services provided to municipalities and other governmental entities in Florida. Include the following information:
 1. Name of the entity for which the work was performed
 2. Brief description of the scope of work including specifically what services you company provided for the project.
- ii. Fill out the REFERENCE FORM (Appendix A) for three of the included projects and include it in this section.

TAB 3 - PROFESSIONAL EXPERIENCE/QUALIFICATIONS:

- i. Company Qualifications: A brief but complete history of your company, including: the qualifications, experience, and expertise of your company as a whole and the qualifications, experience and expertise of the individual employees who will provide the service to MCSD.
- ii. Provide a brief resume of key employees to be assigned to the project including any related licenses or certifications they may hold. The proposer should emphasize the depth of its employees' experience with public education projects.
- iii. Supervision and Personnel: Respondent must demonstrate how the operations will be supervised and what current quality controls policies would be in place for the service.

TAB 4 - FINANCIAL INFORMATION:

- i. How many years has your firm been providing Inspection services?
- ii. What is the firm's form of business (proprietorship, partnership, corporation, etc.)?
- iii. Bank references and latest financial statement (NOTE: must be submitted in a separate sealed envelope).
- iv. Any other information the applicant may wish to supply to verify financial responsibility.

TAB 5 - LICENCES AND INSURANCE:

- i. Proposers must be authorized to do business in the State of Florida and must possess all required registration(s), certification(s) and license(s) in accordance with all applicable Florida Statutes, ordinances, regulations, and/or Board Policies. All required business-related documents shall be included in the RFP. Attach a reproduction of the current Florida Registration Certificate.
- ii. This section should also include copies of relevant certifications/licenses held by key employees.
- iii. Include proof of insurance coverage at required levels in this section.

Evaluation Criteria

The CITY will convene an Evaluation Panel to conduct a review and ranking of Proposals submitted in response to the Request for Proposal. The Evaluation Panel will consist of a minimum of three (3) designated CITY staff and/or selected representatives of the CITY. The Evaluation Panel may be assisted by the following non-panel individuals:

1. Reference Verifier - contacts and verifies references listed in the Statement of Qualifications and reports to the Evaluation Panel on findings on fact.
2. Financial and Surety Advisor(s) - reports to the Evaluation Panel on the sufficiency and quality of financial information and creditworthiness, as well as and insurance documentation submitted with a Proposal.
3. Contact Person - serves as an information conduit between CITY staff, the Proposers and the Evaluation Panel.
4. Legal Representative - advises the Evaluation Panel on questions of law that may arise and ensures that the Panel, its members, and the actions and decisions of the panel do not violate existing law or CITY rules, regulations, policies and procedures.

Evaluation of the Proposal which includes qualifications and experience from each Proposer shall be based on evaluation criteria and procedures established within this document. The Evaluation Panel shall evaluate and score the two parts of the proposal from each Proposer and establish the final ranking of submittals received.

Qualifications Presentation

The Proposal and required attachments shall be submitted to the CITY on or before the due date stated in the RFP solicitation. The Proposer must identify any portions of the submittal that are proprietary. The contact person will review the submittals and make provisions for withholding proprietary documents from public record.

Each member of the Evaluation Panel will receive a packet containing the Proposal of each Proposer. The Evaluation Panel will review and score the Proposals according to the scoring criteria which follows. The Proposer shall ensure that the required elements of the similar project descriptions and personnel experience are adequately explained in the text with emphasis on how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

Evaluation Panel Process

The Evaluation Panel is subject to the state law and CITY rules and regulations. Florida Statute Section 286-011 (“Government in Sunshine Law”) requires that any meeting (including telephone conversations) between two or more members of a public board or commission, for the purpose of discussing any matter on which foreseeable action may be taken by the board or commission, must be publicly noticed and open to attendance by the general public.

Meetings of the Evaluation Panel shall be as follows:

- **Initial Orientation Meeting:** Within two (2) weeks of the date of receipt of Proposals (following Public Noticing), the Panel members will receive a copy of each Proposal. The Panel members will select a Chairman. If retained, the Reference Verifier, Contact Person, Financial/Security Adviser, and Legal Representative will be identified.

After the initial meeting, each Panel member will have one (1) week to independently review the Proposals for scoring in accordance with the established evaluation criteria. Questions or comments a Panel member has relative to any Proposal shall be directed to the Contact Person. Additional meetings of the Panel may be convened to initiate discussions or to develop and direct requests for information to one or more of the Proposers, the Legal Consultant, the Reference Verifier, the Financial and Security Advisor(s), or CITY staff.
- **Ranking Meeting(s):** After the Panel members have completed their individual evaluations, the Panel will reconvene following Public Noticing to score and conduct a ranking of the Proposals. The Chairman will total and average the scores of each Panel member and calculate the score for each Proposer. This will establish a numeric ranking for each Proposer based on the Proposal and attachments.
- **Final Ranking:** The Evaluation Panel shall recommend contract award to the Proposer with the highest total score. This action will end the duties of the Evaluation Panel.

Basis of Scoring

Evaluation of a Proposal will be based on a competitive selection process. The qualification and experience of the proposing Building Permit Plan Review and Inspection Services Provider and key personnel approach the proposer will take in providing the services being requested, and the proposed financial management plan will be considered in the selection process. The City reserves the right to award the contract to a Proposer who will provide the best overall match to the RFP requirements and who will best serve the City’s interests. Proposals received by City will be reviewed by the evaluation committee, evaluated, and ranked based upon the following criteria. Final award will be made by the City Commission.

A ranking of Proposers submitting, with higher point totals being desirable, shall be based on weighted scoring criteria for the Proposals below. Proposals are encouraged to address each selection criteria with documents.

City Staff Selection Criteria Matrix

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Proposed Methodology and Approach to Building Permit Plan Review and Inspection Services	30	
Proposed fee schedule for services	30	
Proposer expertise, Past Performance, Expertise in the public sector completing work of similar scope and size	30	
Client References	10	
Total Points	100	

Attachment A
Proposal Checklist

PROPOSAL CHECKLIST

1. _____ PROPOSAL

In addition to Proposal, Bidders shall execute and include the following with Package:

- Local Vendor Certification – Attachment E
- Indemnification Form – Attachment F
- Anti-Kickback Affidavit – Attachment G
- Public Entity Crimes Form – Attachment H
- Non-Collusion Declaration and Compliance - Attachment I
- Cone of Silence Affidavit – Attachment J
- Equal Benefits for Domestic Partners Affidavit – Attachment K
- Plan Review and Fee Structure – Attachment L

Failure to include the above forms may result in a determination that the proposal is non-responsive.

Attachment B
Qualifications Statement

Qualification Statement - General

(Include with Proposal Qualifications)

1. Legal Name, Address, and Telephone Number:

2. Check one: Corporation _____; Partnership _____; Individual _____

3. If a Corporation, State:

Date of Incorporation: _____

State in which Incorporated: _____

Name and Title of Principal Officers

Date of Assuming Position

_____	_____
_____	_____
_____	_____

If an Out-of-State Corporation, currently authorized to do business in Florida, give date of such authorization.

4. If Partnership:

Date of Organization: _____

Nature of Partnership (General, Limited, or Association):

Name and Address of Partners:

5. If an Individual, State – Name and Address of Owner:

Attachment C
Draft Contract

INSPECTION SERVICES AGREEMENT

OWNER: City of Key West
1300 White Street, Key West, Fl.

DATE: _____

_____ (CONTRACTOR) operates in accordance with the State of Florida Alternative Plans Review and Inspection Program, as described in Florida Statutes 553.791 and proposes to provide building permit plans review and inspection services for the City of Key West, Fl. These services will be performed as an extension of Building Department Staff and will coordinate directly with the Building Official and Assistant City Manager. The Building Official is the Authority Having Jurisdiction (AHJ) and CONTRACTOR will be providing a supporting role.

Plans Review Services

If requested by the City, CONTRACTOR will review plans as required by the Florida Building Code, typically performed by City of Key West Building Department personnel. Plan review would be limited to structural, building, mechanical, electrical and plumbing disciplines. Each discipline will be reviewed by a plans examiner or engineer licensed by the State of Florida. State of Florida registered structural engineers, certified by the State of Florida will review structural plans.

CONTRACTOR will review the project documents for compliance with applicable Florida building codes. Plan review comments, if any, would be communicated to the client through the City eTrakit system. Upon completion and approval of the project documents, CONTRACTOR will provide signed and sealed Plan Compliance Affidavits for all disciplines to the City certifying the documents have been reviewed for Florida Building Code compliance.

Proposed Commercial and Residential Plans Review Services:

- Architectural Plans Review/ADA
- Structural Plans Review
- Mechanical, Electrical and Plumbing Plans Review
- Shop Drawing and NOA review (must be included in the initial, second or third reviews)

Plans Review Procedures and Requirements:

- Plan review be provided on an expedited basis.
- Electronic signed and sealed plans, NOA's, calculations, and all other supporting documents in .PDF format shall be supplied to CONTRACTOR to initiate the plan review process.
- Upon approval of all disciplines, CONTRACTOR will provide signed and sealed Plan Compliance Affidavits for those disciplines
- Fire plan review must be processed through the Fire Department.

Inspection Services

CONTRACTOR will perform inspections required by the Florida Building Code, typically performed by the City of Key West Building Department personnel with State of Florida licensed inspectors or Engineers. Inspections will be performed on an "as requested" basis through the City's eTrakit system.

Inspections will be performed once the required permits are issued by the City of Key West Building Official. Required revisions and shop drawings will need to be reviewed and approved by the City and available on the job site.

Proposed Inspection Services:

- Building Inspections (i.e. drywall, insulation, framing, fire penetration, window, door buck, final)
- Roofing Inspections (i.e. insulation, in-progress, and final for membrane, additional inspections may be required depending on the roof type)
- Mechanical Inspections (i.e. rough, final, ductwork (if required))
- Electrical Inspections (i.e. rough, low voltage, underground, final)
- Plumbing Inspections (i.e. rough and final)

Inspection Procedures and Requirements:

- By 3:30 of the day prior to scheduled inspections, such requested inspections will be obtained by CONTRACTOR from the eTrakit system.
- Inspection results will be entered directly into the eTrakit system by CONTRACTOR staff.
- Threshold Inspections are not included in the scope of this Proposal.

Terms and Conditions

- Invoices will be submitted on the 1st of each month and paid within 30 days of receipt.
- The General Contractor of record will be responsible for meeting all of the requirements of the 6th Edition of The Florida Building Code as well as complying with all of the guidelines and restrictions of local regulations and ordinances.

All Contractors including subcontractors shall carry and submit upon request all local and state licenses and copies of Insurance.

- The Contractor, including subcontractors, will be responsible for maintaining a current state license, competency card, and insurance throughout the duration of project.
- Inspections cannot be performed for any trade if license or insurance is expired or voided.
- All services not specifically indicated in the scope of services will be considered Additional Services and will be billed at
\$ _____ per hour for inspectors and plan reviewers, and
\$ _____ per hour for Engineers.

Indemnification

To the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract.

Insurance

1. CONTRACTOR 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, CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

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

2. CONTRACTOR 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. CONTRACTOR 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.

3. Notwithstanding any other provision of the Contract, CONTRACTOR shall maintain complete workers compensation coverage for each and every employee, principal, officer, representative, or agent of CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR 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

4. CONTRACTOR'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.

5. 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.

6. CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR 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 CONTRACTOR.

7. It shall be the responsibility of CONTRACTOR to ensure that all sub-consultants/subcontractors comply with the same insurance requirements as is required of CONTRACTOR.

8. 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to take out and/or maintain any required insurance shall not relieve CONTRACTOR from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of CONTRACTOR concerning indemnification.

9. The terms and conditions contained in attached Exhibit "A", FEMA requirements, are incorporated herein.

Rates

Plan Reviews are billed based on an hourly rate for Standard Building Plans Reviewers and Engineers for services provided Monday through Friday during regular business hours.

Inspections will be billed at \$_____ per inspection. It is anticipated that there will typically be at least ____ inspections per day.

Fees for Additional Services: Additional services will be performed at the request of the city and include plan review services, attendance at meetings, consultations, reimbursable expenses such as copy costs, etc. Essentially any service requested by the city not directly related to an inspection and entering the results into the eTrakit system. Discussions or questions related to any particular inspection are not considered additional services.

	Hourly Rates			
	Plans Examiner	Inspector/PM	Engineer	Principal
Plan reviews for master building permit Hourly rate.	\$___/hr		\$___/hr	
Shop Drawings (not included in the initial, second or third review for master permit)	\$___/hr		\$___/hr	
Review of revisions to the permitted Drawings	\$___/hr		\$___/hr	
Meetings	\$___/hr	\$___/hr	\$___/hr	\$___/hr
Plans Coordinator Services	\$___ per hour			
Reimbursable Expenses†	Cost plus ____%			

†Includes copies and Fed-Ex/UPS delivery charges.

The hourly rates stated above are based on services provided Monday thru Friday during regular business hours. Although no services are anticipated to be performed on Weekends, Holidays, or overtime, any service requested after 5 pm, Monday thru Friday, will be charged at ____ times the standard rate. Services requested on a weekend or holiday will be charged at ____ times the standard rate.

Acceptance

The parties have read the foregoing, understand the agreement completely and scope of work, and willingly enter into this agreement which will become effective on the date signed below by the CITY.

WAIVER OF BREACH AND MATERIALITY

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.

2. CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COMPLIANCE WITH LAWS

CONTRACTOR 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 service is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

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 CONTRACTOR elects to terminate this Agreement.

JOINT PREPARATION

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

PRIORITY OF PROVISIONS

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 pages 1 through 6 of this Agreement shall prevail and be given effect.

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.

INCORPORATION BY REFERENCE

City of Key West RFP 001-021, and CONTRACTOR Response are incorporated into and made a part of this Agreement.

COUNTERPARTS

This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original.

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: CONTRACTOR

Gregory W. Veliz, City Manager

Name: _____
Title: _____

ATTEST:

ATTEST:

Cheryl Smith, City Clerk

Witness: _____

Date: _____

Date: _____

EXHIBIT "A"

FEMA Requirements

Exhibit A

Current as of 1-9-17

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

- a. 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. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Key Definitions.

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:
- “During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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

FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

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

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA, regardless of amount.
- (3) The contract is for federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

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

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor

will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Attachment D
Insurance Requirements

INSURANCE REQUIREMENTS

1.0 GENERAL INSURANCE REQUIREMENTS:

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

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

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

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

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

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

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

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

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

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

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

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

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

or

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

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

Professional Liability Insurance shall be maintained by the Contractor which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of activities governed by this Agreement. The minimum acceptable limits of liability shall be \$1,000,000 per Occurrence and \$2,000,000 Annual Aggregate. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

Attachment E
Local Vendor Certification Pursuant to City of Key West Ordinance
09-22
Section 2-798

LOCAL VENDOR CERTIFICATION PURSUANT TO CITY OF KEY WEST ORDINANCE 09-22
SECTION 2-798

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

- a) Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one (1) year immediately prior to the issuance of the solicitation;
- b) Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries; and
- c) Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name: _____ Phone: _____ Current

Local Address: _____ Fax: _____ (P.O Box numbers
may not be used to establish status)

Length of time at this address: _____

Signature of Authorized Representative

Date

NOTARY

STATE OF _____

COUNTY OF _____

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

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging
or has produced _____ as identification.

Signature of Notary

Print, Type or Stamp Name of Notary
Title or Rank

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

Attachment F
Indemnification Form

CITY OF KEY WEST INDEMNIFICATION FORM

CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, City's Consultant, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the PROPOSER, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The PROPOSER agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

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

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

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

COMPANY SEAL

PROPOSER: _____

Address

Signature

Print Name

Date

Title

NOTARY FOR THE PROPOSER

STATE OF _____

COUNTY OF _____

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

By _____, of _____

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

or has produced _____ as identification.

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank

Attachment G
Anti-Kickback Affidavit

ANTI-KICKBACKAFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

BY: _____

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

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires: _____

Attachment H
Public Entity Crimes Form

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 OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP, Bid or Contract No. _____ 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 _____ and my relationship to
(Please print name of individual signing)
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 entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(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 t 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this _____ day of _____, 20__.

My commission expires:

NOTARY PUBLIC

Attachment I
Non-Collusion Declaration and Compliance

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____, _____

I, _____, hereby
declare that I am _____ of _____
Of _____
(NAME) (TITLE) (FIRM)
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or

other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

PROPOSER: _____ (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____, _____

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT
IN THE BID BEING DECLARED NONRESPONSIVE**

Attachment J
Cone of Silence Affidavit

CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

(signature)

(date)

Sworn and subscribed before me this
_____ Day of _____, 2020.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

Attachment K
Equal Benefits for Domestic Partners

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 Ordinance Sec. 2-799.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2020.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

Attachment L
Plan Review and Fee Structure

PLAN REVIEW

Indicate the turnaround time in terms of working days for a re-check. This turnaround time should be measured from the time a plan is received until it is sent back.

A table similar to the following shall be submitted.

Type of Job	Turnaround Time First Check	Turnaround Time Re-Check
Residential		
New Construction	_____ working days	_____ working days
Addition	_____ working days	_____ working days
Remodel	_____ working days	_____ working days
Non-Residential		
New Construction	_____ working days	_____ working days
Addition	_____ working days	_____ working days
Remodel	_____ working days	_____ working days

FEE STRUCTURE

Personnel will need to be provided as needed and during mutually agreed upon office hours for the Municipality's Building Department. Additionally, personnel will need to be available to the Municipality via cell phone, fax, or e- mail 24-hours per day.

Services	Standard Hourly Rate
Building Official Residential and Commercial Inspection (all Trades) Residential and Commercial Plan Review (all Trades) Flood Plain Management	\$_____ per hour – one (1) hour min
Additional Staff – as requested by Municipality	
Residential and Commercial Inspection Services – Includes Building, Electrical, Plumbing and Mechanical	\$_____ per hour – one (1) hour min
Residential and Commercial Plan Review Services – Includes Building, Electrical, Plumbing and Mechanical	\$_____ per hour – one (1) hour min
Weekend/After Hours/Emergency Inspection Services	\$_____ per hour – two (2) hour min
<u>Time tracking will start when staff checks in at the city or first inspection site</u>	