

REQUEST FOR PROPOSAL

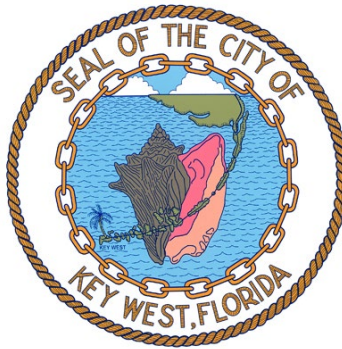
FOR

Emergency Management

Consulting Services

CITY OF KEY WEST

RFP No. 25 – 001



Due Date:

December 18, 2024

Mayor, Danise Henriquez
Todd Stoughton, Interim City Manager

Key West City Commissioners

Commissioner, Monica Haskell, District 1

Commissioner, Lissette Carey, District 4

Commissioner, Samuel Kaufman, District 2

Commissioner, Mary Lou Hoover, District 5

Commissioner, Donie Lee, District 3

Commissioner, Clayton Lopez, District 6

Prepared by:

Lucas Torres-Bull, Procurement Manager

Gregory Barroso, Emergency Manager

City of Key West

1300 White Street

Key West, Florida 33040

INFORMATION TO PROPOSER

SUBJECT: RFP No. 25-001
Emergency Management Consulting Services.

ISSUE DATE: November 07, 2024

EVALUATION RANKING DATE: December 20, 2024

MAIL OR SPECIAL DELIVERY

TO: Office of the City Clerk of Key West
1300 White Street
Key West, FL. 33040

DELIVER PROPOSALS TO: Office of The City Clerk
1300 White Street
Key West, FL. 33040

PROPOSALS MUST BE

RECEIVED BY: December 18, 2024

NO LATER THAN: 3:00 P.M. Local Time

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GENERAL PROPOSAL
REQUIREMENTS

REQUEST FOR PROPOSAL

The City of Key West (hereinafter referred to as "the City") invites sealed proposals for Request for Proposal (hereinafter referred to as "RFP") No. 25-001 for Emergency Management Consulting Services. Proposals should be addressed to the Office of the City Clerk and submitted to:

City Clerk
1300 White Street
Key West, FL 33040

Proposals will be accepted until 3:00 P.M. on December 18, 2024, at which time they will be publicly opened and read. Please note that any proposals submitted after the specified deadline will not be considered.

Proposers must submit one (1) original proposal and two (2) flash drives containing one (1) single PDF file of the entire proposal package on each flash drive. Proposal packages must be enclosed in sealed envelopes, clearly marked on the outside as "SEALED PROPOSAL FOR RFP No. 25-001 Emergency Management Consulting Services," and delivered to the City Clerk at the address noted above.

The City seeks proposals for Emergency Management Consulting Services to support its Comprehensive Emergency Management Plan and respond to future declared disasters and other emergency efforts.

Solicitation details can be found on the City of Key West website (www.cityofkeywest-fl.gov) under Finance, as well as on Demand Star by Onvia, the central notification system that provides bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to download the document.

There will be no pre-proposal meeting. For information, clarification, or questions concerning the proposed services, please contact Lucas Torres-Bull, City of Key West Procurement Manager, via email at lucas.torresbull@cityofkeywest-fl.gov. Please note that the City's "Cone of Silence" Ordinance (Sec. 2-773) prohibits verbal communications.

All insurance contracts and certificates of insurance must be executed by or countersigned by a licensed resident agent of the Surety or an Insurance Company authorized to do business in the State of Florida, in accordance with Florida's insurance laws. The Surety or Insurance Company must be duly licensed and qualified to operate in Florida.

Before awarding a contract for the services outlined in this RFP, the City will conduct an investigation to assess the performance record and capability of the apparent successful Proposer to deliver the required services. Upon request, Proposers shall submit any information deemed necessary by the City to evaluate their qualifications.

At the time of proposal submission, Proposers must provide satisfactory documentation of any required State of Florida licenses. Evidence of compliance with all licensing requirements, including those mandated by the City, must be submitted within ten (10) days of award notification.

Additionally, the successful Proposer must demonstrate to the City Attorney that they meet all specified insurance coverage and legal requirements.

The City reserves the right to reject proposals for the following reasons:

1. Budgetary constraints.
2. Misstatement or concealment of material facts in the proposal.
3. Non-compliance with legal requirements or failure to meet proposal specifications.
4. Submission of a conditional proposal.
5. Changes in circumstances that render the proposal's objectives unnecessary for the City.
6. Any other reason deemed to be in the best interest of the City.

The City may also waive minor informalities or irregularities in any submitted proposal.

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GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

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

Finance Division

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

Departments

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

Authorized Representative

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

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Contractor/Submitter

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

Successful Proposer/ Contractor/Submitter

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

(iii) Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page.

Answers, citing the question but not identifying the questioner, will be publicly noticed, and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

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

1.3 COST OF PREPARATION

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

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Contact. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Finance Division as having received the RFP documents. No person is authorized to give oral interpretations of or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Key West and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Key West. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

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

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

The City is not responsible for any expenses which Proposers may incur for preparing and submitting Proposals called for in this RFP.

(ii) Interviews

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) Request for Modifications

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

(iv) Bid Acknowledgment

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

(v) **Acceptance/Rejection/Modification
To Submittals**

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

(vi) **Submittals Binding**

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

(vii) **Alternate Proposals/ Statement/ Proposals**

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

(viii) **Economy of Preparation**

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

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFP and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their Proposals which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All Proposals received from Proposers in response to this RFP shall become the property of the City of Key West and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (FL Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Key West, City Ordinance Sec 2-766-2-845

Cone of Silence, City of Key West Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

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

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

1.11 CONE OF SILENCE

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

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

- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
 - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
 - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- Pursuant to Section 2-773 (d)(2), the Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation. Or, at the deadline for submission of responses to the solicitation, if only one vendor has responded.

The Cone of Silence shall not apply to:

- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;

(2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.

However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk. The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

(1) Oral communications at duly noticed pre-bid conferences;

(2) Oral presentations before publicly noticed evaluation and/or selection committees;

(3) Contract discussions during any duly noticed public meeting;

(4) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;

(5) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or

(6) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances; Violation of the Cone of Silence by a particular Proposer or Respondent shall render the RFP award or proposal award to said Proposer or Respondent voidable by the City Commission and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Key West evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

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

1.14 ASSIGNMENT

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

1.15 PROPERTY

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

1.16 TERMINATION FOR DEFAULT

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

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Proposal will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposal by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

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

1.21 GOVERNING LAW AND VENUE

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

1.22 ATTORNEY FEES

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

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Key West and Awarded Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

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

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer,

its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

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

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer’s submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

1.25 EQUAL BENEFITS FOR DOMESTIC PARTNERS FOR PROCURED PROJECTS

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

1.26 LIMITATION ON USE OF OFFICIAL SEAL

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

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INSURANCE REQUIREMENTS

GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, the Proposer 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 Proposer's Liability policies with the exception of the Proposer'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 Proposer 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 Proposer fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Proposer 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 Proposer's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Proposer 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 Proposer shall promptly authorize and have delivered such statement to the City.
- 1.07 The Proposer 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 Proposer's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Proposer 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 Proposer 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 Proposer under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Proposer. The Proposer alone shall be responsible for the sufficiency of its own insurance program. Should the Proposer 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 Proposer. No personal property owned by City used in connection with these business activities shall be considered by the Proposer's insurance company as being in the care, custody, or control of the Proposer.
- 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 Proposer shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 The Proposer shall provide the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 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 Proposer.
- 1.17 If the Proposer utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Proposer will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Proposer. In addition, the Proposer will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Proposer contained within this Agreement. The Proposer shall obtain Certificates of Insurance comparable to those required of the Proposer from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Proposer's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Proposer from the direct primary responsibility Proposer has to the City hereunder. The City will look directly to Proposer 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 Proposer 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	\$100,000.00 Limit Each Accident
	\$500,000.00 Limit Disease Aggregate
	\$100,000.00 Limit Disease Each Employee

If the Proposer has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Proposer will be required to issue a formal letter (on the Proposer'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 Proposer on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Proposers, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

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

Completed Operations Liability Coverage shall be maintained by the Proposer 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 Proposer 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 &	\$1,000,000.00 Combined Single Limit Each
Property Damage Liability	Accident

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

Professional Liability Insurance shall be maintained by the Proposer which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Proposer 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.

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INSTRUCTIONS TO PROPOSER

The City requests each Proposer to submit a concise proposal formatted on 8 ½” by 11” pages, clearly addressing all requirements outlined in this RFP. Proposals must include, at a minimum, the following items:

1. Cover Letter

- A. **Length:** No more than two (2) pages or one (1) double-sided page.
- B. **Content:**
 - I. **Entity Information:** Name, address, phone number, website, and email address.
 - II. **Authorized Representatives:** Name(s) of individuals authorized to represent the Proposer in negotiations and sign any resulting agreement.

2. Responses to the RFP

- A. **Length:** No more than twenty (20) pages or ten (10) double-sided pages.
- B. **Content:**
 - I. **Organization Overview:**
 - a) **Structure:** Organizational chart and number of employees.
 - b) **Background:** Company history, service areas, and awards/recognition.
 - c) **Financial Disclosure:** Information regarding any past or pending bankruptcy.
 - d) **Litigation History:** List project names and nature of any litigation, arbitration, or disputes within the last five (5) years.
 - e) **Current Workload:** Summary of current projects and capacities.
 - II. **Qualifications:**
 - a) **Key Personnel:** Documentation of professional qualifications, including:
 - ❖ Resumes detailing academic and professional experience, not limited to, emergency management.
 - ❖ List of federal, state, and local FEMA reimbursements successfully secured in the past five (5) years.
 - ❖ Three (3) examples of FEMA Public Assistance Advisory services provided, including pricing methodology.
 - III. **Program Approach and Pricing:**

- a) **Approach:** Explain why your organization should be selected and how you can add value to the City's goals. Include specific examples of previous successes.
 - b) **Logistics:** Describe how your organization will collaborate and communicate with the City during service delivery.
 - c) **Designated Office:** Specify the address of the office where most work will be performed, the percentage of total services conducted there, and addresses of any other offices involved.
 - d) **Limitations:** Discuss any potential limitations that may impact your organization's ability to perform the services, particularly considering the unique vulnerabilities of Key West as an island community.
 - e) **Pricing:** Please provide a total price for a three (3) year period for the scope of services, including all associated costs. Note that the City reserves the option to renew the contract for an additional two (2) year period.
- IV. **Familiarity with Florida and the Florida Keys:** Describe your experience with emergency management in Florida, especially in the Florida Keys, detailing types of emergencies you have handled.
- V. **Client References:** Provide at least two (2) client references for similar services rendered in the past five years, including contact names, phone numbers, and email addresses.

3. Contract Documents

- A. **Format:** The Contract Documents are organized for convenience. No attempt has been made to divide these sections by work performance.
- B. **Document Interpretation:** The sections are intended to be mutually cooperative, providing all necessary details for executing the proposed work. Should there be any doubt regarding the meaning of the Contract Documents, the Proposer(s) should submit a written request for interpretation to the Procurement Manager at least 14 calendar days prior to proposal opening. Any interpretations or changes will be made in writing as Addenda, which will be provided to all registered holders. Proposers must indicate receipt of all Addenda. The City is not responsible for any other interpretations.

4. Scope of Service

A description of the work to be done is contained in the Scope of Services Section.

5. Required Qualifications

Prospective Proposers must meet all statutorily prescribed requirements before being awarded a contract by the City. Proposers must hold or obtain all licenses and/or certificates as required by State and Local Statutes to bid and perform the work specified herein.

6. Proposer Understanding

Proposers must familiarize themselves with all conditions relating to the execution of the work and the Contract Documents. Failure to do so will not relieve the successful Proposer of their obligation to enter into a contract and complete the work as specified. The awarded Proposer must comply with all applicable federal, state, and local laws related to the execution of the work, including regulations on minimum wage, nondiscrimination, public safety, environmental protection, and permits.

7. Attachments

A. Proposers are required to complete and submit the following forms along with their proposals, which include, but are not limited to:

- I.** Proposal Form
- II.** Anti-Kickback Affidavit.
- III.** Sworn Statement under Section 287.133(3)(a) Florida Statutes on Public Entity Crimes.
- IV.** Indemnification Form.
- V.** Domestic Partnership Affidavit.
- VI.** Cone of Silence Affidavit.
- VII.** Local Vendor Certification
- VIII.** Non-Collusion Affidavit
- IX.** All requirements listed in Proposal Submittal Requirements.
- X.** All required Insurance forms or indication of ability to comply with requirements upon award of contract.
- XI.** Signed addenda or confirmation of receipt of all addenda.
- XII.** Non-Coercive Conduct for Labor or Service.

8. State and Local Sales and Use Taxes

The City is exempt from Florida State sales tax on materials incorporated into the work. The Proposer shall pay all state and local sales and use taxes as required by law. Price quotes in the Proposal should include all nonexempt sales and use taxes, unless provisions are made to separately itemize the tax.

9. Submission of Proposals

All proposals must be submitted no later than the time prescribed, at the location, and in the manner outlined in the Request for Proposal. Proposals must be made on the Proposal forms provided and include one (1) Original proposal package and two (2) Flash Drives containing a single PDF file of the entire proposal package.

Each proposal must be submitted in two (2) sealed envelopes, one within the other, marked with the Proposer's name and contents (project name and number) without being opened. Proposals must be addressed per the instructions in the Request for Proposal.

10. Modification or Withdrawal of Proposals

Prior to the designated receipt time, any proposal may be withdrawn by written notice to the receiving party. Such notice must be signed by the Proposer. No proposal may be withdrawn after the opening time unless specified conditions have elapsed.

11. Award of Contract

The City will accept one of the proposals or acts in accordance with the following paragraphs. Acceptance will be by written Notice of Award, delivered to the designated office or representative of the Proposer. Notice of Award will also be uploaded via Demand Star. If the selected Proposer fails to sign the contract or provides acceptable insurance and evidence of required licenses, the City may award the contract to the second-ranking Proposer.

The City reserves the right to accept or reject any or all proposals and to waive any informalities or irregularities.

12. Basis of Award

A selection committee will evaluate all proposals meeting the minimum qualifications. Each committee member will rank each qualified Proposer against the weighted criteria set forth below. Evaluations will be combined at a publicly noticed meeting.

The City may (at its sole discretion) interview one or more of the highest-ranked Proposer(s). After evaluations, the committee will present results to the City Commission, along with a Recommendation to Award. The Commission will review proposals and may require brief presentations. The Commission is not obligated to accept the recommendations. If negotiations with the highest-ranked firm fail, the City may negotiate with the next highest-ranked firm until an agreement is reached.

Selection Criteria Points Allowed

- Professional Qualifications of Key Personnel: 25
- Program Approach: 25
- Familiarity with Local Area: 10
- Cost Proposal and Pricing Methodology: 30
- Subtotal Points: 90
- References: 10
- Total Points: 100

13. Execution of Contract

The successful Proposer shall sign and deliver two (2) original contracts within ten (10) working days after receiving the Notice of Award, along with required insurance and evidence of licenses. The City's authorized agent will sign the contract within ten (10) working days after receipt.

Signatures by both parties constitute contract execution. The attached agreement is for draft purposes only, and the City reserves the right to make changes prior to signature.

14. Term of Contract

The initial contract will be effective for three (3) years from the effective date. The City may renew the contract for one (1) additional two (2) year period, totaling a maximum of five (5) years. Continuation beyond the initial term is at the City's discretion and does not constitute a right for the awarded Proposer.

15. Proposer's Declaration and Understanding

The Proposer declares that the only parties interested in this Proposal are those named herein, that the Proposal is fair and without fraud, and is made without collusion with any official of the Owner. The Proposer further declares familiarity with the Contract Documents and that this Proposal is made according to their provisions.

16. Sales and Use Taxes

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

Additional Information for Proposer(s)

Quotations for services are to be provided on the Proposal Schedule and shall be completed in ink or typewritten. No changes shall be made to the wording or format of the forms. In the event of a discrepancy between unit prices and extended totals, unit prices shall prevail. No addition or deletion of the terms or conditions included with the Proposer's response shall be evaluated or considered, and any and all such revisions shall have no force or effect and are inapplicable to this proposal. No submission by the Proposer, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these instructions. It is understood and agreed that the instructions, and the general and special conditions in this solicitation are the only conditions applicable to this solicitation and Proposer's authorized signature affixed to the proposal response constitutes acknowledgment of this fact.

1. Owner's Allowance, if specified in the Proposal Schedule, is to be included in the proposed total contract price.
2. The successful Proposer agrees that, upon receipt of the Notice of Award, it shall sign and deliver to the City two (2) original copies of the contract and the City's certificate of insurance and evidence of licenses, within ten (10) days of receipt of the Notice of Award. The successful Proposer will furnish the services under the contract included herein.
3. The City is exempt from the State sales tax on equipment or materials purchased directly from the Proposer.
4. Proposer(s) must complete the Proposer's Experience List as "Exhibit A".

5. All quotations must reflect delivered cost which includes all packing, handling, shipping charges, taxes, discounts and delivery to the City. The City will have an acceptance period of ninety (90) days during which the Proposer must hold their quotation and/or offer open. It is understood and agreed that all items offered or shipped as a result of this proposal shall be new, current, standard model available at the time of the proposal. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packing and shipping.
6. All proposals must be submitted in sealed envelopes to the City Clerk, City of Key West, 1300 White St., P.O. Box 1409, Key West, Florida 33040 on or before 3:00 PM, local time, on Wednesday, the 18th day of December 2024. Proposals will be publicly evaluated on Friday, the 20th day of December 2024, at 1300 White St. Key West, FL 33040. Any proposals received after the time specified will not be considered.
7. Any proposal may be considered non-responsive if it contains omissions, erasures, alterations, or unauthorized additions, includes unrequested prices, appears to be unbalanced, or fails to conform to the requirements outlined herein. Proposals may also be deemed non-responsive for the following reasons: budgetary constraints; non-compliance with local ordinances, state statutes, or federal law; conditional bids; or if changes in circumstances render the purpose of the proposal unnecessary.
8. Only one proposal from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to the City that any Proposer has an interest in more than one proposal for the services under the contract, all proposals in which such Proposer has an interest shall be rejected.
9. The Proposer shall sign its proposal in the appropriate blank space provided, therefore. If the Proposer is a corporation, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer(s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation. If the Proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts accompanied by evidence of authority to sign on behalf of the partnership. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of attorney must accompany the proposal.
10. Failure to provide evidence of authority as referenced in paragraph 10, may cause the proposal to be regarded as not properly authorized and may subject it to rejection (disqualification).
11. Proposals must be submitted in accordance with the Proposal Schedule included herein and must be submitted in a sealed opaque envelope clearly marked "SEALED PROPOSAL" and addressed as follows:

Office of The City Clerk

CITY OF KEY WEST
1300 WHITE ST.
KEY WEST, FLORIDA 33040
ATTENTION: Keri Obrien, CITY CLERK
CITY OF KEY WEST RFP No: 25-001

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

Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been laced on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- 13.** Proposers debarred by the City or any government agency shall not be permitted to submit bids or proposals.
- 14.** Any objection to or protest of the form and content of these goods and/or services contract documents shall be made within the time prescribed in section 120.57(3), Florida Statutes. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Notification of the City's award resulting from this solicitation will be given by certified mail or other express delivery service, return receipt requested, only to Proposers. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

The contract number (as indicated on the INVITATION FOR PROPOSALS page and at the top of each page) must be included on any correspondence, invoices, insurance forms, etc., having to do with the contract and sent to the City during the term of the contract.

The Proposer shall complete the NON-COLLUSION AFFIDAVIT included herein as a part of their proposal.

Each Proposer must review the CONTRACT FORMS included herein and sign the form herein acknowledging that the Proposer has had adequate time and opportunity to view the contract form included herein.

The City's representative will not provide information to the Proposer(s). If questions arise, the Proposer(s) must submit a written request for additional information. If additional information is provided, it will be provided to all Proposer(s).

The City accepts no responsibility for any expenses incurred in the Proposer's preparation of the proposal; such expenses are to be borne exclusively by the Proposer(s).

- 15.** The undersigned, hereinafter called the Proposer; declares that the only person(s) or party(s) interested in this proposal are those named herein; that this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the City and that the proposal is made without any connection or collusion with any person submitting another proposal on the contract included herein.

The undersigned Proposer, proposes and agrees that if this proposal is accepted it shall enter into a contract with the City in the form included herein as the contract and perform and furnish all services under the contract for the contract price, within the contract time, and in accordance with the other terms and conditions of the contract included herein.

- 16.** The Proposer has familiarized itself with the nature and extent of the Contract Forms included herein, the sites, the localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the services under the contract included herein.

The Proposer has read the Contract Forms included herein and accepts all of the terms and conditions of the Contract Forms. All proposals shall remain open as specified in the INSTRUCTIONS TO PROPOSER included herein.

- 17.** Except where otherwise or prohibited by law, a Contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

Such certification shall be in writing and shall be signed by an authorized officer of the Contractor and delivered, along with a description of the Contractor's employee benefits plan, to the City's Procurement Manager prior to entering a contract.

If the Proposer fails to comply with this section, the City may terminate the contract and all monies due or to become due under the contract may be retained by the City.

City of Key West Code Section 2-799.

18. The Proposer agrees that upon receipt of the Notice of Award, it shall execute and deliver to The City of Key West two (2) original copies of the contract, along with required insurance and evidence of licenses, within ten (10) days of receipt of the Notice of Award.

The Proposer(s) must be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the proposal in question.

The Proposer(s) shall complete THE EVIDENCE OF INSURABILITY AFFIDAVIT included herein as part of their proposal.

The Proposer(s) agrees that all applicable federal, state, local sales and use taxes are included in the stated proposed prices for the services under the contract included herein.

19. Proposals will only be considered from Proposer(s) who provide Emergency Management Consulting Services. Proposer(s) shall document their qualifications and experience in providing Emergency Management Consulting Services on the Proposer's Experience List.
20. The quantity specified in the Proposal Schedule is to be used for establishing the basis of award purposes only. The City reserves the right to increase or decrease quantities shown or used without penalty.
21. The Proposer acknowledges and agrees that the separate prices on the Proposal Schedule, where they are applicable and deemed acceptable by The City, will be used by The City and the Proposer, if awarded the contract included herein, whenever similar service is added to or deducted from the contract.

Response Selection:

All complete and responsive submittals will be evaluated by the City Manager appointed selection committee at a publicly noticed meeting to be announced at a future date. The City's selection committee reserves the right to ask questions and seek clarification of any or all proposal(s) as part of its evaluation.

Evaluation and ranking will be accomplished using the Evaluation Scoring Matrix. Only the three (3) highest rated Proposer(s) as determined by the City Manager appointed selection committee will go forward to the City Commission in ranked order.

Each short-listed Proposer may be required to make an approximately ten (10) minute presentation to the City Commission; the exact length of the presentation is up to the discretion of the Commission and will be determined by them in advance of the scheduled hearing. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of The City, all factors considered, irrespective of the City Manager appointed selection committee's ranking.

SCOPE OF SERVICES

Emergency Response

The selected consultant will assist the City in strategically managing the City's claim developments and administration under Federal and State Disaster Programs related to any disasters during the term of this contract. Such Federal Programs may include, but are not limited to: FEMA Public Assistance (PA), FEMA 404 Hazard Mitigation Grant Program (HMGP), HUD Community Development Block Grant Disaster Recovery, Federal Highway Emergency Relief Program, Federal Transit Administration, and Small Business Administration. Examples of disaster recovery services that may be required, include:

1. FEMA Public Assistance Advisory Services:

- A.** Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
- B.** Attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of the client
- C.** Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013.
- D.** Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed.
- E.** Provide technical assistance, as requested. Technical assistance may involve engineering and architectural support, among other types of assistance.
- F.** Help assess damage to public infrastructure components, transportation systems, and facilities, as needed.
- G.** Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submittal including timekeeping and staff assignment records.
- H.** Review for all data and supporting documentation to determine whether costs appear eligible and are adequately supported.
- I.** Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing

Detailed Damage Descriptions and Dimensions (“DDD”) and a project’s Scope of Work (“SOW”).

- J.** Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act.
- K.** Evaluate alternate and/or improved projects.
- L.** Review Project Worksheets to determine final eligible costs and third-party refunds and reimbursements.
- M.** Reconcile eligible costs and prepare Project Worksheet versions, as necessary.
- N.** Prepare first and second appeals, as requested.
- O.** Monitor reconstruction efforts, actual versus PW scope of repair, and progress payments.
- P.** Perform PW closeouts.
- Q.** Prepare appeals and arbitration, as required.
- R.** Respond to audit findings, as required.

2. FEMA 404 and 406 Hazard Mitigation Expertise:

- A.** Assist in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.
- B.** Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

3. Financial and Grant Management Support:

- A.** Advise on FEMA’s rules, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
- B.** Provide general grant management advice.
- C.** Perform internal controls assessment.
- D.** Conduct pre-audit activities and prepare documentation for audit.
- E.** Meet as necessary with City/County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to Federal and State regulations.
- F.** Prepare reports for the State and FEMA, as needed.
- G.** Provide oversight of contractors’ billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.
- H.** Categorize, record, track and file costs in support of the financial reimbursement process. Track Project Worksheet status and status of payment from the State.

- I. Assist in providing interagency (Federal, State, County, City) coordination and technical support, as well as identifying funding resources that may be available to assist in the long-term recovery process.

4. Public Insurance Adjustment Support:

- A. Work with the County to identify any potential insurance claims.
- B. Work with the County's insurance carrier(s) to ensure maximum insurance coverage is applied to impacted facilities.
- C. Work with FEMA and the State to ensure proper insurance coverage is applied to project worksheets.

5. HUD Community Development Block Group Disaster Recovery (CDBG-DR) Support Services:

- A. Provide knowledge, experience and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.
- B. Conduct unmet needs assessments that identify type and location of the community's disaster recovery needs especially in the three core aspects of recovery – housing, infrastructure, and the economy.
- C. Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery.
- D. Provide technical assistance as requested including HUD level environmental reviews and clearance and other cross-cutting federal requirements such as procurement, federal labor standards, fair housing, accessibility, uniform administrative requirements, and monitoring and compliance.
- E. Help develop and submit HUD required Action Plan for Disaster Recovery, Action Plan Amendments, performance reporting, and grant closeout.
- F. Develop policies and procedures for implementing CDBG-DR funded programs and activities including contractor, subcontractor, and sub recipient oversight and monitoring.
- G. Maintain project files with supporting documentation for all CDBG-DR funded activities.

Emergency Preparation

1. Training Classes

General Specifications

The Proposer shall provide the following services:

- A. **Materials Submission:** Submit copies of all training materials (presentations, handouts, etc.) to the City at least one week prior to the class for review and approval. Only approved materials may be used. All materials must comply with current federal and state educational requirements (e.g., FEMA/EMI, FDEM).
- B. **Promotional Materials:** Provide pre-event advertisements, flyers, posters, email communications, and registration materials.
- C. **Registration:** Include confirmation from the appropriate authorizing agency (e.g., Florida State Fire Marshal, Florida Department of Law Enforcement).
- D. **Setup and Cleanup:** Manage the setup and teardown of the training space, returning it to original condition.
- E. **Equipment Provision:** Supply necessary presentation equipment (e.g., projectors, computers).
- F. **Class Materials:** Provide copies of class materials for each student.
- G. **Course Closeout Package:** Deliver a Course Closeout Package for each course conducted, including:
 - I. Student roster
 - II. Agenda
 - III. Sample certificate
 - IV. Curriculum vitae
 - V. Course objectives
 - VI. Participant evaluation summary
 - VII. Student evaluations
- H. **Certificates of Completion:** Issue Certificates of Completion for each student, including:
 - I. Name of provider
 - II. Name of instructor
 - III. Course title
 - IV. Total classroom hours
 - V. Total CEUs
 - VI. FEMA/FDEM course approval code (when applicable)

Proposal Pricing: Include all costs related to providing the training class (curriculum development, materials, travel, etc.). The proposal price will serve as the fixed fee for the training class.

2. National Incident Management System (NIMS) Training

A. IS 300 - Intermediate Incident Command System

- I.** Instructor qualifications: In compliance with state and national standards.
- II.** Audience: 20-25 participants.

B. IS 400 - Advanced Incident Command System

- I.** Instructor qualifications: In compliance with state and national standards.
- II.** Audience: 20-25 participants.

C. CEMP Refresher Classes

- I.** Instructor qualifications: Same as ICS 400; provide credentials with proposal.

3. Class Objectives and Topics

Curricula should align with the City's Comprehensive Emergency Management Plan (CEMP) and incorporate an overview of emergency response plans, highlighting recent revisions. Each class will last between 8 to 16 hours and will be scheduled over a two-week period.

- A. Target Audience by Role:** Classes for various roles (e.g., Incident Commander, Public Information Officer) with target audiences of 10-15 participants.
- B. General Safety Training:** Instructors must be OSHA authorized in General Industry Safety; documentation required with proposal.

4. Comprehensive Emergency Management Plan (CEMP) Update – Fixed Fee

General Specifications

- A. Qualifications:** The Project Manager should be a Certified Emergency Manager (CEM) or equivalent.
- B. Proposal Pricing:** Include all costs related to the CEMP update (research, design, printing, etc.). The proposal price will serve as the fixed fee for the update.
- C. CEMP Update Tasks:**
 - I.** Conduct an annual review, edit, publication, and distribution of the CEMP.
 - II.** Coordinate 10-15 meetings/workshops with city staff for information gathering and revisions.
 - III.** Provide electronic versions of documents, including a crosswalk of changes made.

5. Exercises and Drills – Fixed Fee

General Specifications

- A. Qualifications:** Staff must be trained in HSEEP and have conducted at least two HSEEP exercises in the past two years.
- B. Proposal Pricing:** Include all costs for exercises and drills (research, development, equipment, etc.). The proposal price will be the fixed fee.
- C. CEMP Exercise:** Design and evaluate exercises to test emergency response capabilities, involving multiple planning meetings and documentation requirements.
- D. In-Service Drills:** Conduct drills (e.g., ICS Forms Drill, JIC Drill) with detailed reporting on performance and evaluations.

6. Special Projects – Hourly Rate Fee

General Specifications

- A. Qualifications:** Documented experience with public agencies in developing emergency response plans.
- B. Proposal Pricing:** The Hourly Rate covers all costs (labor, benefits, travel, etc.).
- C. Potential Special Projects:**
 - I.** Development of a Continuity of Operations Plan (COOP).
 - II.** Review and recommendations for the Department Operations Center (DOC).
 - III.** Software review for DOC/EOC operations.
 - IV.** Resource typing and integration into the CEMP.

COMPENSATION

The City reserves the right to request and assign services at its sole discretion. Contract services will only be performed when requested and as designated by the City Manager, Division Chief of Emergency Management and Training (or by authorized designee) by approved Work Authorization issued in writing.

The selected Proposer will be compensated for work completed in accordance with the Proposal Schedule attached hereto (ATTACHMENT A). All costs presented in the Proposal Schedule are binding through the duration of the five (5) year term of the contract.

INVOICING AND PAYMENT

Invoices will be issued by the selected proposer for all work performed. Each invoice will list the date each service(s) completed, service(s) provided, number of individuals completing the work,

and name(s) of the person(s) completing the work. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

(This space intentionally left blank)

PROPOSAL FORM

To: Office of the City Clerk, The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: Emergency Management Consulting Services

Proposer's contact person for additional information on this proposal:

Company Name: _____

Contact Name & Telephone #: _____

Email Address: _____

PROPOSER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter referred to as the "Proposer," certifies that the only individuals or parties interested in this proposal are those explicitly named herein. The Proposer affirms that this proposal is fair, free from fraud, and made without collusion with any officials of the Owner. Furthermore, the Proposer confirms that there is no connection or collusion with any other individual submitting a proposal for this contract.

The Proposer also declares that they have thoroughly examined the Contract Documents related to the Scope of Work and have personally inspected the site (if applicable). The Proposer is satisfied with the quantities of materials and equipment required and the conditions of work involved. The Proposer acknowledges that the description of work quantities provided is brief and intended solely to convey the general nature of the work, aligning with the detailed requirements outlined in the Contract Documents, which are incorporated as part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Proposer agrees that, if this proposal is accepted, they will sign the Contract in the form attached hereto within ten (10) days—excluding Saturdays and legal holidays—following the Notice of Award. The Proposer will also provide proof of holding the necessary licenses, bonding requirements (if applicable), and certificates as specified in the Contract Documents.

CERTIFICATES OF INSURANCE

Proposer agrees to furnish the City, before commencing the work under this contract, the certificates of insurance as specified in these documents.

ADDENDA

The Bidder hereby acknowledges that he/she/they has received Addenda No's. ____, ____,
____, ____, ____, ____, ____, ____, ____, ____, ____.

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

SALES AND USE TAXES

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

SURETY

_____ whose address is

_____, _____, _____,

Street City State Zip

Proposer

The name of the Proposer submitting this proposal is

_____ doing business at

_____, _____, _____,

Street City State Zip

which is the address to which all communications concerned with this proposal and with the contract shall be sent.

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

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2024.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed, and its seal affixed by its duly authorized officers this _____ day of _____ 2024.

(SEAL)

Name of Corporation

By: _____

Title: _____

Attest: _____

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

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

ATTACHMENT – A
PRICE PROPOSAL FORM

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

PROPOSAL FROM:

Company: _____

Address: _____

Phone/ Fax: _____

To furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for: **Emergency Management Consultant Services**, located within The City of Key West, Florida.

To: *THE OFFICE OF THE CITY CLERK*

 CITY OF KEY WEST

 ATTN: CITY CLERK

 1300 White St.

 Key West, FL 33040

- 1.0 The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into a Contract with The City in substantially the form as the contract included in the Proposal Documents to perform all work and any additional services as specified or indicated in the Proposal Documents at the unit prices and within the times indicated in this proposal and in accordance with the other terms and conditions of the Proposal Documents.

- 2.0 Proposer accepts all of the terms and conditions of the Invitation for Proposal and Instructions to Proposer(s), including without limitation those dealing with the disposition of proposal security. The proposal will remain subject to acceptance for 90 days after the proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of The City.

- 3.0 In submitting this proposal, Proposer(s) represents, as set forth in the contract, that:
- A. The Proposer has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all, which is hereby acknowledged;
 - B. Proposer has had an opportunity to visit the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work;
 - E. Proposer has given The City written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by the City is acceptable to Proposer;
 - F. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.
- 4.0 Proposer further represents that this proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer(s) to submit a false proposal; Proposer has not solicited or induced any individual or entity to refrain from producing a Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer(s) or over The City.
- 5.0 Proposer acknowledges that there are no quantities guaranteed, and unit cost information is solely for the purpose of comparison of Proposal(s), and final payment for all Unit Price Proposal items will be based on actual services provided, determined as provided in the Contract Documents.
- 6.0 Proposer acknowledges that all unit costs include any necessary insurance and bonds.

**Table A –
PROPOSAL SCHEDULE**

Item	Quantity Hours per Event	Unit Price (Fixed Fee)	Extended Total
Emergency Response Activation			
Project Executive	80	\$	\$
Subject Matter Expert	80	\$	\$
Project Manager	160	\$	\$
Public Adjuster	320	\$	\$
Senior Closeout Specialist	80	\$	\$
Closeout Specialist	160	\$	\$
Other: List specialty		\$	\$
Item	Quantity Class	Unit Price (Fixed Fee)	Extended Total
TRAINING CLASSES (FIXED FEE)			
IS 300 – Intermediate Incident Command System	2	\$	\$
IS 400 – Advanced Incident Command System	2	\$	\$
CEMP Refresher Incident Commander (IC)	1	\$	\$
Comprehensive Emergency Management Plan (CEMP); Hazard Annexes and associated emergency response and contingency plans Annual Update (FIXED FEE)	1	\$	\$
EXERCISES AND DRILLS (FIXED FEE)			

CEMP Exercise	1	\$	\$
ICS Forms Drill	1	\$	\$
Joint Information Center (JIC) Drill	1	\$	\$
PREPAREDNESS EVENTS (FIXED FEE)			
City Emergency Operations Center (EOC) Facilitation	1	\$	\$
Alternate City EOC Facilitation (IMT)	1	\$	\$
SPECIAL PROJECTS (HOURLY RATE): GRANT RESEARCH AND APPLICATION	Proposed Hours	Hourly Rate	Extended Total
Project Manager or Lead Consultant	80	\$	\$
Project Engineer or Lead Planner	120	\$	\$
Associate	80	\$	\$
Staff Assistant	40	\$	\$
TOTAL PROPOSED CONTRACT PRICE			\$

Confirmation of Signature on Price Proposal Information: In the event of any discrepancies between the Price Proposal and the Draft Contract, the terms of the Draft Contract shall take precedence.

Name of Proposer

Signature of Proposer

Title

ATTACHMENT – B

PROPOSER’S GENERAL OPERATION PLAN

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

- Annual reviews of the City’s CEMP and Hazard Annex review, and associated emergency response and contingency plans
- City associate emergency management training

(This space intentionally left blank)

ATTACHMENT – C

Proposer's Qualifications Statement Form

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

1. Please describe your company in detail:

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

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

4. Number of employees:

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

6. Company Identification numbers for the Internal Revenue Service:

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

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

9. What is the last project of this nature or magnitude that you have completed?

Please provide project description, reference and cost of work completed:

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

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

• **Name:**_____

• **Address:**_____

• **Telephone No:**_____

• **Disaster response Contract Performed:**

• **Name:**_____

- **Address:** _____

- **Telephone No:** _____
- **Disaster Response Contract Performed:**

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

Table B-1: In Progress Contracts

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

(Continue list on insert sheet, if necessary.)

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

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

Table B-2: Subcontractors

Sub-Contractor Name	Address	Work to be Performed

(Continue list on insert sheet, if necessary)

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

15. What equipment do you own that is available for the work?
PROVIDE LIST IN EXHIBIT A

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

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

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

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

19.1 The correct name of the bidder is:

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

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

SUBMITTED BY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

(This space intentionally left blank)

ATTACHMENT D

**Familiar with the City's Comprehensive Emergency
Management Plan (CEMP) and Hazard Annex**

This Statement is to Attest That Proposer

_____ is Familiar with the City's
Comprehensive Emergency Management Plan (CEMP) and Hazard
Annex.

SUBMITTED

BY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

(This space intentionally left blank)

ATTACHMENT E
ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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

By:_____

Sworn and subscribed before me this _____ day of _____ 20__.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

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

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

1. This sworn statement is submitted with Bid or Proposal for _____

2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)

whose business address is _____

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

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement _____)
3. My name is _____
(please print name of individual signing)

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

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

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

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

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

(name of individual signing) Who, after first being sworn by me, affixed his/her

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

My commission expires:

NOTARY PUBLIC

ATTACHMENT G
CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the “indemnitees”) from liabilities, damages, losses and costs, including but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR’s insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers’ Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: _____

SEAL:

Address

Signature

Print Name

Title

DATE

ATTACHMENT H
EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

_____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

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

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

ATTACHMENT I
CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____
have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

[illegible]

By: _____

_____ day of _____, 20__.

My Commission Expires: _____

ATTACHMENT K
LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES 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 year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

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

Business Name

Phone:

Current Local Address:

Fax:

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

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

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

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

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank

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

Entity/Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative: _____
(Name and Title)

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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

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

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

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

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

Authorized Signature: _____

Print Name: _____

Title: _____

ATTACHMENT M
VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____		
Vendor FEIN: _____		
Vendor's Authorized Representative Name and Title: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Phone Number: _____		Email: _____

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: _____,	
<i>Print Name</i>	<i>Print Title</i>
Authorized Signature: _____	

CITY OF KEY WEST CONSULTANT RANKING FORM

Project Name: Emergency Management Consulting Services

Project Number: RFP #25

Firm _____

Date _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional Qualifications of Key Personnel	25	
Program Approach	25	
Familiarity with Local Area	10	
Cost Proposal and Pricing Methodology	30	
Subtotal Points	90	
References	10	
Total Points	100	

DRAFT AGREEMENT

DO NOT REDACT OR CHANGE WORDING

CITY OF KEY WEST AGREEMENT TO

FURNISH
EMERGENCY MANAGEMENT
CONSULTING SERVICES
TO THE
CITY OF KEY WEST

AGREEMENT

THIS IS AN AGREEMENT, dated the _____, 2024, between:

a for profit corporation, authorized to do business in the State of
Florida, hereinafter "CONSULTANT."

and

CITY OF KEY WEST
a Florida municipal corporation, hereinafter "CITY,"

WITNESSED:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafterset forth, CITY and CONSULTANT agree as follows:

ARTICLE 1 **PREAMBLE**

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

1.1 The CITY is in need of an independent contractor to provide professional emergency management support services to the City of Key West.

1.2 On _____, the CITY received a proposal from CONSULTANT to provide emergency management support services to the CITY, including situational awareness, planning, training, and decision support services.

1.3 The CITY and CONSULTANT desired to enter into an Agreement for the provision of emergency management support services as set forth herein.

1.4 The CITY Manager is authorized to execute an agreement with CONSULTANT for services related to the scope of work set forth in the Proposal attached hereto as Exhibit "A", (Levels 1 and 2 if appropriate) and as more particularly described herein.

ARTICLE 2
SCOPE OF WORK

2.1 The CONSULTANT shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.3 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-contractors submitted to the CITY by CONSULTANT, unless CONSULTANT obtains prior written consent from the CITY. Approved subcontractors shall be subject to each provision of this contract and CONSULTANT shall be responsible and indemnify the CITY for all subcontractors' acts, errors or omissions.

ARTICLE 3
TIME FOR COMPLETION

3.1 The CONSULTANT shall commence work as directed by the CITY and in accordance with a project timeline to be provided to CONSULTANT by the CITY. CONSULTANT shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "A", to this Agreement.

3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONSULTANT. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONSULTANT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONSULTANT for which liquidated damages are due.

ARTICLE 4
CONTRACT SUM

4.1 The CITY hereby agrees to pay CONSULTANT for the faithful performance of this Agreement, for work contracted in accordance with the Proposal attached hereto as Exhibit "A", Incident Management Support Services, and as directed by the CITY. The Annual total base contact price hereto is referred to as "Level 1" Contract Sum and shall not exceed _____ Dollars (\$_____), per year.

4.2 The CITY will make payments to CONSULTANT for contracted and proper work and in the amounts stated in Exhibit "B", "Level 2, Incident Management Support Team Activation" FEE SCHEDULE and will be calculated per-project amounts according to the following time-and-expense rate table in Exhibit "B".

4.3 The CONSULTANT shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the CITY.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONSULTANT other than those arising from requirements of the specifications.

4.5 CONSULTANT is prohibited from placing a lien on the CITY's property. This prohibition applies to; inter alia, all sub-CONSULTANTS and subcontractors, suppliers and labors.

ARTICLE 5

CONSULTANT'S LIABILITY INSURANCE

5.1 The CONSULTANT shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONSULTANT allow any Subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.4 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance – as required by law;
- b) Commercial General Liability Insurance - \$1,000,000 per occurrence and aggregate;
- c) Automobile Liability Insurance - \$1,000,000 per Accident for property damage, \$1,000,000 per Accident for bodily injury, or \$1,000,000 per accident for combined property damage and bodily injury.
- d) Professional Liability Insurance - \$1,000,000 per Occurrence and \$2,000,000 Annual Aggregate.

5.5 The CONSULTANT shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONSULTANT's negligent operations in completing this Agreement and name the CITY as an additional insured under their policy.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONSULTANT shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONSULTANT'S INDEMNIFICATION

7.1 The CONSULTANT agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONSULTANT further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters, except in the event that the CITY fails to pay to CONSULTANT the fees and costs as provided for in Article 4 herein.

7.2 The CONSULTANT agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONSULTANT's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder provided.

This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The CITY or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

- PROJECT NAME
- PROJECT DESCRIPTION
- ESTIMATED PROJECT COST
- ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
- ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon ten (10) days written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue in effect for a period of five (5) years from the date of execution with an option to extend for additional two (2) years for a total of seven (7) years.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONSULTANT and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement;

CONSULTANT's Proposal for Emergency Management Support Services to the CITY , as set forth in and made a part of this Agreement as Exhibit "A", "Level 1 & 2"; and all other exhibits thereto.

ARTICLE 13 **MISCELLANEOUS**

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONSULTANT shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONSULTANT is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision,

the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the CITY designate the following as the respective places for giving of notice:

CITY: TBD, CITY Manager
 1300 White Street
 Key West, FL. 33040

Copy To: Ronald Ramsingh, CITY Attorney
 1300 White Street
 Key West, FL 33040

CONSULTANT: _____

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right there in contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

ARTICLE 14

BREACH

14.1 CONSULTANT shall perform its services in compliance with all FEMA required methods and procedures in order to maximize CITY'S reimbursement by FEMA for emergency services and expenses. Failure of CONSULTANT to fulfill this obligation or any other obligation under this Agreement shall be a breach of this agreement and CITY shall be able to recover any and all of its losses or damages arising therefrom.

ARTICLE 15

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 CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.095) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

(2) The CONSULTANT 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 Client. If it is later determined that the CONSULTANT 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 Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONSULTANT 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 Agreement is in force. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 16

BYRD ANTI-LOBBYING CLAUSE

Contractors [including CONSULTANT] who apply or bid for an award of \$100,000.00 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. [See Attached signed APPENDIX – 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING]

ARTICLE 17

I. Access by the Client, Subgrantees, Federal Grantor Agency and Comptroller General: The CONSULTANT shall allow access by the Client, subgrantees, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to that specific Agreement for the purpose of making audit, examination, excerpts and transcriptions.

Compliance with the Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No CONSULTANT, 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 CONSULTANT, and any contractor(s) or subcontractor(s), responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT/contractor/subcontractor shall be liable for liquidated damages, if applicable.

(3) Withholding for unpaid wages and liquidated damages. The Client 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 CONSULTANT or its subcontractor(s) under the Agreement, or any other Federal contract with the same CONSULTANT or subcontractor(s), such sums as may be determined to be necessary to satisfy any liabilities of the CONSULTANT or subcontractor(s) for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The CONSULTANT or subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The CONSULTANT 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.

ARTICLE 18

Clean Air Act and Federal Water Pollution Control Act

(1) The CONSULTANT 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 CONSULTANT agrees to report each violation to any applicable agency and understands and agrees that the applicable agency may, in turn, report each violation as required to assure notification to the Client, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

“Federal Water Pollution Control Act”

(1) The CONSULTANT 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 CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the CITY, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The CITY, signing by and through its CITY Manager, attested to by its CITY Clerk, duly authorized to execute same, and by CONSULTANT, by and through its President, duly authorized officer to execute same.

CITY

THE CITY OF KEY WEST, FLORIDA

By: _____

TBD, CITY Manager

AUTHENTICATION:

Keri Obrien, CITY Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF CITY OF KEY WEST, FLORIDA, ONLY

Ronald Ramsingh, CITY Attorney

CONSULTANT

COMPANY:

BY: _____

EXHIBIT “A”

See attached document for Exhibit “A”

Proposal

*(Proposal for Emergency Management Support Services to the
CITY of Key West, “Level 1 & 2 Support”)*

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Exhibit “B”

Level 2 Support:

Stand-by Incident Management Support Team Activation

In the event that a disaster escalates to a proportion where it exhausts certain City resources up to and including incident management and EOC support personnel, CONSULTANT can provide Incident Management Support Teams (IMSTs) to support and augment staffing at the Local/City/County/State Emergency Operations Center (EOC), to include but not limited to Incident Managers, Command, Operations, Logistics, Planning and Finance/Adm. Sections and other ICS/EOC unit level personnel. This service allows local jurisdictions to maintain continuity of government while effectively managing the incident.

In addition, through the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Grant Program, FEMA provides supplemental Federal disaster grant assistance for debris removal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain Private Non-Profit (PNP) organizations. The PA Program also encourages protection of these damaged facilities from future events by providing assistance for hazard mitigation measures during the recovery process.

CONSULTANT can provide short-term and long-term recovery staff support to assist the CITY with the FEMA Public Assistance (PA) Grant Program to provide assistance to the CITY so that you can quickly respond to and recover from major disasters or emergencies declared by the President.

NOTE:

1. The initial response team will vary in number of staff based on the scope of each event. Typically, a two-person team will respond to evaluate the situation status (Phase 1). Staffing will then ramp up to address immediate needs and, should an event escalate to significant additional services proportions, CONSULTANT will have pre-staged staffing on standby for immediate response (Phase 2).
2. CONSULTANT provides the IMST and FEMA-related services on a time-and-expense basis. The overall cost of our service will be based on the number of staff and time required. Per-project amounts will be calculated according to the following time-and-expense rate table.
3. CONSULTANT reserves the right to remove all CONSULTANT staff in harm's way if an event is deemed unsafe due to improper sheltering or as conditions warrant in order to provide and protect the safety of their staff.
4. Activation fees are eligible for reimbursement, if the City is included in a declared disaster by a Presidential declaration.
5. Because of the nature of federal reimbursable funding, EA can make no guarantees concerning the amount of funding the CITY will receive from applicable funding sources. EA's fees for service are not contingent on FEMA or other reimbursements to the CITY.

Fee Schedule Level 2 Support: TO BE PROPOSED BY CONSULTANT

Position	Rate/Hour
Emergency Management	
Senior EM CONSULTANT	\$
EM CONSULTANT	\$
Senior Planner	\$
Project Manager	\$
Planner	\$
Incident Management Team Support (Level 2)	
[PHASE 1] Initial On-site Incident Management Support Team Activation (IMST) Fee	\$ _____ Plus expenses, per 24 hr. day
[PHASE 2] Emergency Management Coordinator (<i>IMST Overhead Teams; Team Leader</i>)	\$
Operations Manager (<i>Any IMST Command or General Staff position</i>)	\$
Operations Specialist (<i>Any non- general/command IMST position</i>)	\$
Hazard Mitigation Assistance	
Senior Program Manager	\$
Program Manager	\$
Technical Specialist	\$
Administrative Support	\$
Preliminary Damage Assessment – Public Assistance	
Damage Assessment Team Lead	\$
Damage Assessment Specialist (Team)	\$
Public Assistance Consulting	
Senior CONSULTANT / Appeals Specialist	\$
CONSULTANT	\$
Technical Specialist I	\$
Technical Specialist II	\$

***Note:** The Activation fee is based on the following:*

On-site Incident Management Support Team (IMST)

Note: The Activation fee is based on the following onsite Activation, when requested by the City /City Manager and/or OEM to report to the Emergency Operation Center or other designated location.

- *Onsite Activation: The Activation Fee Schedule is executed when requested by the City Manager and/or OEM and followed with a written "Notice to Proceed" to report to the Emergency Operation Center or other applicable location. Partial days are billed at 12 hour increments.*
- *Initial IMST Response Team will vary in number of staff based on the scope of each event. Typically a two (2) person team will respond for phase 1 to evaluate situation status and resource need. Phase 2, staffing will ramp up to address immediate needs and should an event escalate to significant proportions, CONSULTANT will have pre-staged staffing on standby for immediate response. Phase 2 pricing shall be negotiated and determined based the approved fee schedule and on scope of services at time of request.*
- *Activation (Emergency Management) fees are eligible for reimbursement if the Governing Agency is included in a declared disaster by a Presidential Declaration. The amount of the recovery may vary depending on the disaster eligibility of Federal, State, and local match for the event. (i.e.: In a hurricane activation: 100% recovery for Emergency Protective Measures for initial 72 hours response, 75% Federal / 25% (divided by local and state) for other disaster recovery operations).*
- *Phase 2 Response Fees: Professional fees will be invoiced on a monthly basis. Expenses will be billed to the City at EA's cost. Expense reimbursement will include transportation, lodging, meals and incidentals. EA will make every effort to keep expenses to a minimum. We encourage the City to assist us with this by any means available. To simplify billings, we are agreeable (and prefer) to establishing per diems that are agreeable to the both the City and our team as long as they accurately reflect the current economic conditions.*

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FEMA-Required/Recommended Contract Provisions

Access to Records:

“The CONSULTANT agrees to provide the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.”

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

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

DHS Seal, Logo, and Flag:

“The CONSULTANT shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The CONSULTANT shall include this provision in any subcontracts.”

Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funds:

“This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The CONSULTANT will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

No Obligation by Federal Government:

“The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, CONSULTANT, or any other party pertaining to any matter resulting from the contract.”

Program Fraud and False or Fraudulent Statements or Related Acts:

“The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT’S actions pertaining to this contract.”

Affirmative Socioeconomic Steps:

“If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.”

Copyright and Data Rights:

“License and Delivery of Works Subject to Copyright and Data Rights”

The CONSULTANT grants to the CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first

produced in the performance of this contract, the CONSULTANT will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT will deliver to the CITY data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY.”