

REQUEST FOR PROPOSAL

For

Standby Emergency Feeding Services

City of Key West

RFP No. 24-010



**Due Date:
May 31, 2024**

Mayor, Teri Johnston
City Manager Albert Childress

Key West City Commissioners

Commissioner Jimmy Weekley, District 1
Commissioner, Samuel Kaufman, District 2
Commissioner, Billy Wardlow, District 3

Commissioner, Lissette Carey, District 4
Commissioner, Mary Lou Hoover, District 5
Commissioner, Clayton Lopez, District 6

Prepared by:
Emergency Management
City of Key West
1300 White Street
Key West, Florida 33040

INFORMATION TO PROPOSERS

SUBJECT: REQUEST FOR PROPOSALS RFP No. 24-010
STANDBY EMERGENCY FEEDING SERVICES

ISSUE DATE: MAY 9, 2024

EVAULATION RANKING DATE: JUNE 4, 2024

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

DELIVER PROPOSALS TO: SAME AS ABOVE

PROPOSALS MUST BE
RECEIVED BY: MAY 31, 2024

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

REQUEST FOR PROPOSAL

Sealed Proposals for the City of Key West RFP No. RFP No. 24-010 **STANDBY EMERGENCY FEEDING SERVICES**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until 3:00 pm on May 31, 2024 and then will be publicly opened and read. Any proposals received after the time and date specified will not be considered.

Please submit two (2) originals and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside "SEALED PROPOSAL FOR RFP No. RFP No. 24-010 STANDBY EMERGENCY FEEDING SERVICES" addressed and delivered to the City Clerk at the address noted above.

The City of Key West (the City) is seeking proposals to provide standby emergency feeding services to support the City's efforts in responding to future declared disasters and other emergency efforts on an as-needed-basis.

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

There will be no **pre-proposal meeting**. For information, clarification or to ask questions concerning the proposed services, please contact Gregory Barroso, Emergency Manager, by email only at gbarroso@cityofkeywest-fl.gov. The City's "Cone of Silence" Ordinance 2-773 does not allow verbal communications.

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

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

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

As stated above at the time of the Proposal submittal the Proposer must provide satisfactory documentation of State Licenses. The Proposer shall furnish documentation showing that he/she is in compliance with the licensing requirements, with City licenses procured within ten days of the award. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The City may reject proposals for any of the following reasons: (1) for budgetary reasons, (2) if the Proposer mis-states or conceals a material fact in its proposal, (3) if the proposal does not strictly conform to the law or is non-responsive to the proposal requirements, (4) if the proposal is conditional, (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the City, or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any proposal.

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List of Attachments

Attachments

- A Proposal Checklist
- B Qualifications Statement
- C Insurance Requirements
- D Local Vendor Cert. Pursuant to CKW Ord. 09-22 Sect. 2-798
- E Indemnification Affidavit
- F Anti-Kickback Affidavit
- G Public Entity Crimes Affidavit
- H Non-Collusion Declaration and Compliance Affidavit
- I Cone of Silence Affidavit
- J Equal Benefits for Domestic Partners Affidavit
- K Scrutinized Companies List
- L Unit Price Proposal
- M Acknowledgement of Conformance to FEMA / NIMS Standards
- N Statement Proposer is Familiar with City's CEMP
- O Training Materials and Certificates
- P Proposer's Experience / Reference List
- Q Proposer's Most Current Financial Statement
- R Conflict of Interest Statement
- S Copy of Florida Business License / Corporate Filings
- T Proposer's Draft Contract Documents
- U Evaluation / Scoring Matrix
- V Proposer Reference Check
- W Certification Regarding Lobbying
- X Davis Bacon Act
- Y Contract Provisions for Non-Federal Entity Contracts under Federal Awards

1. Project Description

The City recognizes the vulnerability of its citizens to damage, injury and loss of life and property resulting from disasters. Such disasters require 24/7 responses from the City's emergency responders, City employees, various elected officials, and appointed officials. During times of preparation, response, and recovery, providing meals to these individuals is necessary in order for them to carry out their duties to the public effectively.

As such, the City of Key West is seeking qualified respondents to be included on a list of approved vendors to provide standby emergency feeding services to support the City's efforts in responding to future declared disasters and any emergency work as needed by the City. Contractual agreements will be negotiated for a period of three (3) years. The agreement may be extended for two (2) consecutive, one-year terms based upon the same terms and conditions as provided for herein.

SCOPE OF BID:

The bidder's price per each meal (Breakfast Meal, Lunch Meal, Dinner Meal, Midnight Snack Meal) must include all labor cost and total cost of doing business, including, but not limited to, the following: overhead, set-up and tear down cost, gratuity, delivery, food products and transportation, fuel, beverages, all necessary catering equipment including refrigeration, serving items, carry out food containers, utensils, and napkins. The use of City facilities will be provided at no charge to the bidder.

SCOPE OF SERVICES:

The successful applicant will provide the following:

- *Feeding Services-* Contractor must mobilize, stage, and provide the required services within twenty-four (24) hours of notice from the City. Where possible, and in accordance with the City's emergency operation plan for such events, the City will provide up to thirty-six (36) hours advance notice to the provider.

Depending upon the disaster circumstances, the provider may be required to stage equipment at a pre-determined location. If so, the provider is solely responsible for ensuring proper and necessary set-up, relocation, maintenance, protection and/or removal of such equipment including periodic and final clean-up of the staging site(s) upon request by the City. Use of City facilities will be at no charge to the Contractor. However, if any damages occur at any staging areas directly resulting from such staging activities of the provider, Contractor will be responsible for the repair of such damage to its pre-damaged condition.

Proposer shall provide four (4) hot and/or cold meals (Breakfast Meal, Lunch Meal, Dinner Meal, Midnight Snack Meal) at four (4) locations in addition to City Hall, at four (4) designated times each day throughout a 24-hour period; times as follows:

Breakfast	Approx. 8 am each day
Lunch	Approx. 11 am – 1 pm each day
Dinner	Approx. 5 pm – 7 pm each day
Midnight Snack	Approx. 11 pm – 1 am each day

This service shall continue to provide four (4) hot and/or cold meals (Breakfast Meal, Lunch Meal, Dinner Meal, Midnight Snack Meal) at four (4) locations in addition to City Hall, at four (4) designated times each day throughout a 24-hour period, per employee, seven days a week, per the hours of operation until such disaster is deemed concluded by the Mayor or designee. Meals will include but are not limited to all condiments, iced beverages, utensils, disposable plates, cups and staging of equipment and clean-up. The approximate number of personnel to be fed are between 25 and 300 depending on the size and duration of the incident. The proposer shall provide procurement, handling and storage of all

food service-related items and products for up to 300 authorized persons. Proposer shall also provide kitchen equipment, staff, and management sufficient to cater up to 300 meals per mealtime and oversee all related activities.

The City would prefer that box (“grab and go”) lunches be used for the lunch meal. Box lunches may also be used for the midnight snack, at the Contractor’s preference.

The Contractor shall be responsible for all ingredient purchases, receipts, storage, issue, handling, processing, packaging, preparation, staging, and clean-up before and after each meal.

All hot meals and box lunches must conform to USDA USFS 14-day rotation meal plans regarding nutrition, food types, calorie counts, and means of service. The successful Proposer may be asked to provide a certain percentage of meals (approximately 20%) that are vegan or vegetarian. As a rule, kosher meals will not be required. If kosher meals are required, it is acknowledged that additional special arrangements will be made which may result in additional costs.

STAFF SERVED:

The City shall notify the vendor 24 hours in advance of meals with a Task Order with the “Meal Type”, “Location”, and “Number of Meals” to be served per day. As a rough estimate, the City currently anticipates the following daily quantities:

<i>Meal Type</i>	<i>Location</i>	<i>Number of Meals</i>
Breakfast	City Hall EOC – pre-storm	40 meals
Breakfast	City Hall EOC – post-storm	Up to 100
Breakfast	Additional Locations – post-storm	Up to 50 per location (4 locations)
Lunch	City Hall EOC – pre-storm	40
Lunch	City Hall EOC – post-storm	Up to 100
Lunch	Additional Locations – post-storm	Up to 50 per location (4 locations)
Dinner	City Hall EOC – pre-storm	40
Dinner	City Hall EOC – post-storm	Up to 100
Dinner	Additional Locations – post-storm	Up to 50 per location (4 locations)
Midnight Snack	City Hall EOC	40
Midnight Snack	Additional Locations – post-storm	Up to 50 per location (4 locations)

HYGIENE:

The contractor shall comply with all applicable federal, state, county, and local health and safety codes related to food preparation. All areas that the proposer operates shall be cleaned and sanitized on a regular basis per standard operating procedures. The Contractor shall provide staff to supervise the daily cleaning and sanitation of the assigned areas and oversee maintenance of kitchen equipment. All employees of the contractor shall be instructed on proper hygiene and appropriate dress while catering/serving the City.

In the event of an emergency or disaster, the contractor shall provide trained and competent culinary experts to manage and supervise the preparation of all meals. All employees of the vendor that are involved with food preparation will have food handler’s training and certificate.

ADDITIONAL SERVICES:

The City requests that each potential Vendor’s proposal provide a complete list of additional services that can be provided in addition to those requested within this RFP.

Information and Instructions to Proposers

Project: STANDBY EMERGENCY FEEDING SERVICES- R F P No. 24-010

This RFP is issued to provide prospective Proposers with information, guidelines, and rules to prepare and submit a Qualifications Proposal and Cost Proposal. The submittal must satisfy all criteria established in this RFP to qualify for an award, unless it is waived by the CITY as an informality, technicality, or irregularity, at CITY's sole discretion.

1.2.1 Definitions

"Evaluation Panel" - The CITY will create an Evaluation Panel (EP) consisting of professional members, its staff, and other agencies, as necessary, to evaluate technical and cost proposals.

"CITY"- City of Key West, Florida.

"Proposer" - The official entity submitting a proposal in response to this RFP. Proposer will also be referred to in this RFP as "Proposer", "Proposers", "Vendor", "Contractor", "Bidder".

"Proposal" - The Proposer's written response to this RFP offering to provide the specified services. It shall be considered as a formal offer and shall be valid for a period of 90 calendar days from the date that Qualifications and Cost Proposals are opened.

"Request for Proposals (RFP)" - A formal written solicitation for sealed proposals to provide requested services, in which qualifications presentations, qualifications, experience, and compensation are among the main selection criteria.

"Meals" - Breakfast Meal, Lunch Meal, Dinner Meal, Midnight Snack Meal.

"Locations" - Locations (4 locations within the City of Key West) are locations in addition to Key West City Hall (1300 White Street). These locations may change because of storm risks, hazards, and/or storm damage. For normal operations, locations for City Departments in addition to City Hall are as follows:

Key West Fire Department 1600 N. Roosevelt Blvd.

Key West Police Department 1604 N. Roosevelt Blvd.

Key West Community Services 3420 Northside Drive

Key West Transportation Department 5701 College Road

"Task Order" - An advanced written order by City employee stating the "Meal Type", "Location", and "Number of Meals" to be served each day.

1.2.2 Invitation

This invitation is extended to all qualified individuals or firms, including joint ventures and partnerships that can provide the requirements specified herein. Proposals should be prepared simply and economically, addressing the requirements in a straightforward and concise manner. The requirements presented in this solicitation represent the CITY's anticipated needs.

1.2.3 Reservation of Rights

The issuance of this RFP No. 24-010 constitutes only an invitation to present Qualifications and cost proposals. The CITY reserves, holds and may in its sole discretion exercise any or all the following rights

and options with respect to this RFP:

1. Determine if Proposer's Statement of Qualifications satisfactorily meets the criteria established in this RFP;
2. Seek clarification from any Proposer submitting a proposal;
3. Reject any or all proposals in accordance with Section 1.2.14;
4. Re-advertise, issue, and solicit for other proposals;
5. Cancel this solicitation at any time with or without the substitution of another proposal;
6. Supplement, amend or otherwise modify this proposal; and,
7. Waive any minor irregularity or informality on any matter to the extent not prohibited by law.

The CITY reserves the right to modify the Scope of Work to be considered for this project. The CITY shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP or otherwise.

1.2.4 Pre-Proposal Conference

There will be no pre-proposal meeting. Proposers shall submit written questions in accordance with Section 1.2.5.

1.2.5 Questions, Interpretational Addenda

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

No verbal inquiries shall be received or responded to. All questions and clarification inquiries from Proposers concerning the proposals must be submitted in writing either through email, or mail. Any written inquiries must be received by CITY no later than ten (10) calendar days prior to the scheduled date for receipt of proposals. Questions will be answered in writing by the CITY and made available to all registered RFP holders. See also Section 1.2.10.

Questions should be sent to:

City of Key West

1300 White Street, Key West, FL 33040

Attn.: Gregory Barroso, Emergency Manager

Email: gbarroso@cityofkeywest-fl.gov

1.2.6 Access to Site

On request, the CITY will provide access to the site to allow prospective Proposers to conduct such investigations as may be deemed necessary to submit proposals. Proposers shall schedule such access in advance by contacting:

City of Key West

1300 White Street, Key West, FL 33040

Attn.: Gregory Barroso, Emergency Manager

Email: gbarroso@cityofkeywest-fl.gov

1.2.7 RFP Documents

No information obtained from any officer, agent or employee of the CITY on any such matter, shall in any way affect the risk or obligation assumed by the successful Proposer, or relieve the Proposer from fulfilling any of the conditions of the Contract.

It is the responsibility of the Proposer to ensure that all pages and all addenda are received. All Proposers are advised to closely examine this package. Any questions regarding the completeness of this package and any addenda thereto should be immediately directed to the CITY contact.

The CITY assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documentation. The CITY, in making copies of the RFP Documentation available on the above term, does so only for the purpose of obtaining Proposals for the Work to be performed and does not confer a license or grant for any other use.

1.2.8 Examination Site

Proposers must satisfy themselves by personal examination of strategic locations within City limits and by thorough examination of related information identified in the RFP documents and all requirements of the Work to be performed. At no time after the submission of a proposal shall the Proposer dispute or complain of such estimate or the nature or the number of Services to be furnished. Proposers shall be familiar with, and all work shall comply with, all federal, state, and local laws, ordinances, codes, rules and regulations that in any way affect the cost, progress or provision of the Services. Failure on the part of Proposers to thoroughly familiarize themselves with applicable laws, ordinances, codes, rules, and regulations will in no way relieve them from the responsibility included in the applicable laws, ordinances, codes, rules, and regulations.

By submission of a proposal, the Proposer affirms that:

1. They have read and understands the RFP Documents, inclusive of the Scope of Services, and the Proposals submitted are made in accordance therewith; and,
2. The Proposer has visited the site and familiarized themself with the local conditions under which the services are to be performed.

The submission of proposals will constitute an incontrovertible representation that the Proposer has complied with every requirement of the Instructions to Proposers, that without exception the proposals are premised upon performing the Services required and that this RFP is sufficient; in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the services. Proposers shall not be entitled to any additional compensation based upon alleged differing conditions that in the opinion of the CITY shall have been reasonably anticipated at the time of preparation of the proposals.

1.2.9 Interpretations and Addenda

Proposers shall carefully examine the Request for Proposal documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY in writing prior to the submittal deadline as stated in Section 1.2.10. Failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision.

In general, no answer will be given to prospective Proposers in reply to an oral question if the question

involves an interpretation of the intent or meaning of the RFP. Any information given other than by means of the RFP, including Addenda as described below, is given informally for informational purposes and for the convenience of the Proposers only and is not guaranteed. The Proposer agrees that such information, interpretations, corrections, or changes will not be binding and shall not be used as the basis of, nor shall the giving of any such information entitle the Proposer to assert, any claim or demand against the CITY on account thereof. When solicitation revisions to the RFP are deemed advisable or become necessary, including changes to the deadline for proposal submission, they shall be answered only in the form of written addenda posted on Demand Star and the City of Key West website (<http://www.cityofkeywest-fl.gov/>). Please contact Demand Star at <http://www.demandstar.com> or the City of Key West website <http://www.cityofkeywest-fl.gov/> or call 1-800-711-1712 to obtain addenda. All addenda so issued shall become a part of the Contract Documents.

All addenda issued must be acknowledged. Prospective Proposers are advised to contact the CITY prior to the solicitation deadline to ascertain the existence and number of any addenda issued. Failure of any Proposer to receive or to acknowledge receipt of any addenda shall not relieve such Proposer from any terms, conditions and obligations under its proposal as submitted.

Prior to submission of its proposal, the Proposer shall ascertain that it has received all addenda issued. The Proposer shall acknowledge receipt in writing of each individual addendum by completing the acknowledgment included in the Cost Proposal Form.

1.2.10 Preparation and Submission of Proposals

Proposals for the City of Key West RFP No. 24-010 **STANDYBY EMERGENCY FEEDING SERVICES**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 **until 3:00 pm on May 31, 2024** and then will be publicly opened and read. Any proposals received after the time and date specified will not be considered.

Qualifications Proposals and Cost Proposals must be submitted in sealed envelopes or boxes by the deadline indicated in this solicitation. The outside of the sealed envelopes or boxes shall be marked "SEALED PROPOSAL"; identified by the name of the Proposer; project name; RFP number; and the Proposer's return address. The CITY assumes no responsibility for proposals not properly marked.

Two (2) copies of each proposal shall be submitted (one marked "original" and one marked "copy"), and two (2) flash drives, each shall contain one PDF file each of the full response.

The Qualifications Proposal shall not exceed 25 double side pages not including required City forms.

Failure to comply with these requirements may be considered grounds for declaring the submittal non-responsive.

The Proposer shall provide the information requested in the proposal documents. All proposals must be in legible/readable format in computer form, typewritten or executed in ink. All documents requiring execution by an officer or employee having authority to bind the company or firm must be executed in ink. Signatures shall be required as follows:

1. Proposals by a corporation must be manually executed in the corporate name by the President or Vice President (or other corporate officer, accompanied by written evidence of binding signatory authority). The corporate seal must be affixed and attested by the Corporate Secretary or Assistant Corporate Secretary.
2. Proposals by a partnership must be manually executed in the partnership name and signed

by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.

Please respond concisely to each of the requirements or questions as set forth in the proposal documents. Each requirement or question shall be responded to separately, with the requirement or question preceding each response. **Proposals shall be 8.5" x 11" format included in a loose-leaf binder with section dividers as required further herein.** All proposals must include the provided forms. Proposals on Proposer letterhead; or quotation forms will not be accepted. Proposals submitted by facsimile transmission shall not be accepted.

The proper delivery of the proposal to the CITY is solely and strictly the Proposer's responsibility. The CITY cautions Proposers to assure actual delivery of proposals either hand-delivered or mailed via U.S. mail or overnight courier, directly to the CITY prior to the deadline set for opening proposals. The CITY shall not be responsible for delays, caused by the United States Postal Service, other delivery companies or services, or any other occurrence. Proposals submitted by certified or registered mail, not received by CITY at the time of the Proposal Opening will not be honored.

Receipt of a proposal by any CITY office, receptionist, or personnel other than CITY CLERK does not constitute "delivery" as required by this solicitation.

The proposal delivery time will be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late proposals will be returned to the Proposer unopened with the notation: "This proposal was received after the delivery time designated for the receipt of proposals."

1.2.11 Withdrawal of Proposal

Proposers may withdraw their submitted proposal by notifying the CITY via telegraphic or written communication at any time prior to the proposal submittal deadline. The written request must be signed in a manner identical with the proposal being withdrawn and be worded so as not to reveal the amount of the Cost Proposal.

1.2.12 Modifications of Proposals

Proposers may not modify their proposals after the date(s) and time(s) designated for the receipt of proposals.

Proposers may modify a proposal already submitted by delivering a telegraphic or written communication to the place where proposals are to be submitted at any time prior to the proposal submittal deadline. The written request for modification must be duly executed and signed in a manner identical with the proposal being modified and be worded so as not to reveal the amount of the original Cost Proposal. It shall however, state the addition, subtraction, or other modification to the Cost Proposal, such that the cost will not be known until the sealed Cost Proposal is opened. No modifications will be permitted after the date and time designated for the receipt of Cost Proposals.

1.2.13 Alternative Proposals

While Proposers are expected to provide proposals that fulfill the obligations and requirements imposed by this RFP, **the City encourages alternative proposals reflecting creativity (e.g., outside the box) of the Proposer.**

Oral or telephonic proposals or such modifications to proposals submitted will not be considered.

Nothing contained herein shall place a duty upon the CITY to reject proposals or award a contract based upon anything other than its sole discretion as described herein.

1.2.14 Acceptance/Rejection of Proposals

Selection shall be in accordance with F.S. 287.057. The CITY may reject proposals for any and/or all of the following reasons:

1. For budgetary reasons,
2. If the proposer misstates or conceals a material fact in its proposal,
3. If the proposal does not strictly conform to the law or is non-responsive to the proposal requirements,
4. If the proposal is conditional, or
5. If a change of circumstances occurs making the purpose of the proposal unnecessary to the CITY.

The CITY further reserves the right to reject the proposal of any Proposer that previously failed in the proper performance of an award, or to deliver on time a contract of a similar nature, or who has been suspended or debarred from doing business with the CITY, or who is not in a position to perform properly under this award. The CITY reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing.

Reasonable efforts will be made to either award the Contract or reject all proposals within 90 calendar days after proposal opening date. A Proposer may not withdraw its proposal unilaterally nor change the Cost Proposal before the expiration of 90 calendar days from the date of proposal opening. A Proposer may withdraw its proposal after the expiration of 90 calendar days from the date of proposal opening by delivering written notice of withdrawal to the City Clerk prior to award of the Contract by the City Commission.

More than one proposal from an individual, firm, partnership, joint venture, corporation, or association under the same or different names will not be considered. If the CITY believes that any Proposer is included in more than one proposal, all proposals in which such Proposer has an interest will be rejected. If the CITY believes that collusion exists amongst the Proposers, all such collusive proposals will be rejected.

The CITY reserves the right to award to that Proposer which, in the opinion of the CITY, will be in the best interest of and/or the most advantageous to the CITY. Minor irregularities, informalities and technicalities in a proposal may be waived by the CITY. A minor irregularity or informality is a variation from the solicitation that does not affect the Cost Proposal or does not give a Proposer an advantage or benefit not enjoyed by other Proposers and does not adversely impact the interests of the CITY.

1.2.15 Proposal Development Costs

Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission, or presentation of a proposal to this solicitation. All information in the proposal shall be provided at no cost to the CITY.

1.2.16 Disclosure

Upon receipt, sealed proposals are exempt from public disclosure until such time as the CITY provides notice of a decision or intended decision or within 30 days after proposal opening, whichever is earlier.

Thereafter, all proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers claiming exemptions to disclosure provided by law must provide at the time of the proposal submittal the specific statutory authority for the claimed exemption, identifying the specific data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Unless an exemption is established, proposals will thereafter be made available for public inspection at the Office of the CITY.

Proposers shall disclose all material facts with its proposal submission pertaining to any felony conviction or any pending felony charges in the last three years anywhere in the United States against:

1. Proposer;
2. Any business entity related to or affiliated with Proposer; or,
3. Any present or former executive employee, officer, director, stockholder, partner or CITY of Proposer or of any such related or affiliated entity.

This disclosure shall not apply to any person or entity that is a stockholder owning less than 20% of the outstanding shares of Proposer whose stock is publicly owned and traded.

Proposer shall also disclose any civil conviction or pending civil litigation involving contract performance during the last three years anywhere in the United States against the Proposer or any business controlled by or affiliated with Proposer.

The CITY may reject, at its sole discretion, any Proposer it finds to lack honesty, integrity or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity or moral responsibility. The CITY's finding may be based on the disclosure required herein, the CITY's own investigation, public records, or any other reliable source of information. The CITY may also reject any Proposer failing to make the disclosure required herein. By submitting a proposal, Proposer recognizes and accepts that the CITY may reject any proposal at its sole discretion. The Proposer waives any claim it might have for damages or other relief arising from the rejection of its proposal or resulting directly or indirectly from the rejection of its proposal based on these grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal. Please also see F.S. Section 287.133 referenced in Section 1.2.21 of this document.

1.2.17 Award and Execution of Contract

Proposers acknowledge that this solicitation or the proposal does not constitute a contract with the CITY. No contract is binding or official until the CITY Commission, or designee, approves a contract. The CITY intends to enter into contract agreements with Proposers, based on the selected proposal and the agreements attached to the RFP.

The CITY may conduct such investigations as it deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Proposers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents.

In the event of a hurricane or other type of disaster, it is likely that the City will need to deploy multiple vendors in any category of work, simultaneously. Therefore, the City is likely to select more than one vendor for the services listed.

The Proposers to whom an award is made shall, within ten (10) calendar days, not including

Sundays, and legal holidays, after receiving notice of award, provide evidence of any required insurance and, if determined applicable by the CITY, negotiate any remaining items for consideration in the contract documents. Failure to execute the contract and/or to provide evidence of any required insurance shall be just cause for annulment of the award. Award may then be made to the next highest ranked Proposer, or the RFP may be re-advertised, at the CITY's discretion.

If within ten (10) calendar days, not including Sundays and legal holidays, after issuance of Notice of Contract Award, the successful Proposer refuses or otherwise neglects to execute the required written contract, the Proposer's Proposal may be rejected and negotiations commenced with the next highest firm.

No plea of mistake in the proposal or misunderstanding of the conditions of forfeiture shall be available to the Proposer or as a defense to any action.

1.2.18 Tax Exempt Status

The CITY is a political subdivision of the state of Florida. The CITY is the governing authority and, as such, is exempt from paying sales and use taxes imposed by the state, and federal and state taxes for tangible personal property. Proposers must note that they will be responsible for the payment of all taxes and that the costs thereof are included in the prices stated in the Cost Proposal.

1.2.19 Laws, Codes, and Regulations

Proposers are notified that all applicable federal and state laws, municipal and County ordinances, and the rules, regulations, resolutions, policies, and procedures of the CITY, and any other authority, having jurisdiction over any part of the project shall apply to the solicitation and the contract throughout, and are deemed to be included in this solicitation/contract the same as though herein written.

If any discrepancy or inconsistency shall be discovered between the Request for Proposal and any law, code, ordinance, regulation, order of decree, Proposer shall immediately report the same in writing to the CITY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the Proposer was unaware of or failed to investigate the rules, codes, regulations, statutes, and ordinances of all applicable governmental agencies having jurisdiction over the proposed services.

1.2.20 Conflict of Interest

All Proposers must disclose with their Qualifications Proposal the name of any officer, director, or agent who is also an employee of the CITY. Further, all Proposers must disclose the name of any CITY employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

1.2.21 Public Entity Crimes Statement (F.S. 287.133)

As provided in Florida Statute 287.132-133, by submitting a proposal, or entering a contract, or performing any work in furtherance thereof, the Proposer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the state of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a). This certification shall be included as part of the 1 Qualifications Proposal. See Attachment H.

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voided or subject to immediate termination by the CITY, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. The CITY, in the event of such termination, shall not incur any liability to the Proposer for any work or materials furnished.

1.2.22 Subcontractor and Supplier Information

Proposers shall list proposed major subcontractors (and/ o r subconsultants) and suppliers to be used, to include name, mailing address, phone number, fax number, web-site address (if available), e-mail address (if available), type of work subcontracted. The Proposer shall provide an experience statement with pertinent information regarding similar projects and other evidence of qualification for each subcontractor, person or organization. If after due investigation the CITY has reasonable objection to any proposed subcontractor, supplier, person or organization, the CITY may, before Notice of Award, request the successful Proposer to submit an acceptable substitute. The CITY reserves the right to make a determination as to the foregoing.

If the apparent successful Proposer declines to make any such substitution, the CITY may award the Contract to the next highest-ranking Proposer that proposes to use subcontractors, suppliers and other persons and organizations acceptable to the CITY. Failure to make requested substitutions does not constitute grounds for forfeiting the Proposal Security of any Proposer. Any subcontractor, supplier, other person or organization listed and to whom the CITY does not make a written objection prior to issuing the Notice of Award will be deemed acceptable to the CITY, subject to revocation. No acceptance by the CITY of any such subcontractor, supplier or other person or organization shall constitute a waiver of any right of the CITY to reject defective work/services, materials or equipment not conforming to the Contract Documents.

Proposer shall not change any subcontractors without just cause and approval by the CITY. No Proposer shall be required to employ any subcontractor supplier, other person or organization against whom the Proposer has a reasonable objection.

1.2.23 Insurance

The successful Proposer shall, at its sole expense, provide and maintain in full force and effect throughout the term of the Contract, all insurance coverage as set forth in Attachment C and with insurers and under forms of policies acceptable to the CITY. **Evidence of appropriate insurance coverage shall be provided as an attachment to the Cost Proposal.** Proposers may fulfill this requirement by having their insurance agent either:

- Complete and sign an insurance certificate which meets all of the requirements as provided in this RFP; or,
- Issue a letter on the insurance agency's stationery stating the Proposer qualifies for the required insurance coverage levels and that an insurance certificate will be submitted before final execution or issuance of the contract.

All insurers must be qualified to lawfully conduct business in the state of Florida. Failure of the CITY to notify the Proposer that the certificate of insurance provided does not meet the contract requirements shall not constitute a waiver of the Proposer's responsibility to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance shall not constitute approval of the amounts or types of coverage listed on the certificate. The successful Proposer shall provide evidence certifying that all insurance is in full force and effect; and such evidence shall include provisions that the insurance shall not be canceled, expire or be materially changed without giving the CITY at least thirty (30) days advance notice by registered mail.

Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities, may be grounds for rejection of the proposal and rescinding of any ensuing contract.

1.2.24 Non-discrimination Clause

It is the express policy of the CITY that the CITY shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, gender, age, marital status, sexual orientation or disability.

1.2.25 Limitation of Liability

Any legal action to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the alleged negligent or wrongful act or omission of any employee of the CITY acting within the scope of his/her office or employment is subject to the limitations specified in Florida Statute 768.28.

No officer, employee or agent of the CITY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

The CITY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

1.2.26 Contract with Third Parties

The Proposer shall not enter into any contractual agreement with a third party for performance of any conditions under this RFP without the express written approval of the CITY.

1.2.27 Assignment

The Proposer's proposal, if accepted, resultant contract, and any permits required for performance of the Contract shall not be assigned, conveyed, or otherwise disposed of without permission of the City Commission by Resolution.

1.2.28 Minority, Women Business Enterprises or Disadvantaged Business Enterprises

Proposers are hereby informed that the CITY encourages the utilization and participation of Minority, Women Business Enterprises or Disadvantaged Business Enterprises. Proposers are

encouraged to seek Minority, Women Business Enterprises or Disadvantaged Business Enterprises for participation in subcontracting opportunities. The Certified Vendor Directory can be accessed from the Department of Management Services, Office of Supplier Diversity website:

http://www.dms.mvflorida.com/agency_administration/office_of_supplier_diversity_osd

1.2.29 Local Vendor Preference

Proposers are hereby informed that local vendor preference is given to responsive and responsible Proposers meeting the definition of local business pursuant to section 2-798 which permits the award to a qualified local Proposer, if within five percent of the lowest proposal submitted. However, the ranking of Qualifications of the local Proposer would also need to result in the highest score in order to be considered for the contract award.

1.2.30 Domestic Partner Benefits

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a proposal process shall provide benefits to domestic partners of its employees on the basis as it provides benefits to employee 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 director prior to entering a contract.

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

1.2.31 Evaluation Criteria

The CITY will convene an Evaluation Panel to conduct a review and ranking of Qualifications Proposals and Budget Proposals submitted in response to the Request for Proposal. The Evaluation Panel will consist of a minimum of three (3) designated CITY staff and/or selected representatives of the CITY. The Evaluation Panel will be assisted by an evaluation committee facilitator that will be assigned prior to the evaluation panel meeting.

Evaluation of each proposal, which includes qualifications and experience, and the Budget Proposal from each Proposer shall be based on evaluation criteria and procedures established within this document. The Evaluation Panel shall evaluate and score the proposal from each Proposer and establish the final ranking of submittals received. Background and reference checks will be completed by the ranking committee facilitator who will consult with legal counsel as necessary.

1.2.32 Qualifications Presentation and Cost Proposal Presentation

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

withholding proprietary documents from public record.

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

1.2.33 Evaluation Panel Process

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

1.2.34 Basis of Scoring

A ranking of Proposers submitting, with higher point totals being desirable, shall be based on weighted scoring criteria for the Proposals as follows:

<u>Qualifications Proposal Points</u>	<u>(Maximum 135 Points)</u>
1. <i>Cost of services/fee proposal per individual meal (Breakfast, Lunch, Dinner, Midnight Snack)</i>	<i>40 points</i>
2. <i>Years of Experience</i>	<i>25 points</i>
3. <i>Qualifications and abilities of the company and professional personnel</i>	<i>25 points</i>
4. <i>Ability to deliver services in a timely manner under emergency conditions</i>	<i>15 points</i>
5. <i>Two (2) Client references</i>	<i>10 points</i>
<hr/> Total	<hr/> 100 points

2. Attachments

Attachment A
Proposal Checklist

PROPOSAL CHECKLIST

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

- Proposal Checklist - Attachment A
- Qualifications Statement - Attachment B
- Insurance Requirements - Attachment C
- Local Vendor Certification - Attachment D
- Indemnification Form - Attachment E
- Anti-Kickback Affidavit - Attachment F
- Public Entity Crimes Form - Attachment G
- Non-Collusion Declaration and Compliance - Attachment H
- Cone of Silence Affidavit - Attachment I
- Equal Benefits for Domestic Partners Affidavit - Attachment J
- Scrutinized Companies - Attachment K
- Unit Price Proposal - Attachment L
- Acknowledgement of Conformance to FEMA / NIMS Standards - Attachment M
- Statement Proposer is Familiar with City's CEMP - Attachment N
- Training Materials and Certificates - Attachment O
- Proposer's Experience / Reference - Attachment P
- Proposer's Most Current Financial Statement - Attachment Q
- Conflict of Interest Statement - Attachment R
- Copy of Florida Business License / Corporate Filing- Attachment S
- Proposer's Draft Contract Document - Attachment T
- Evaluation / Scoring Matrix - Attachment U
- Proposer Reference Check - Attachment V
- Certification Regarding Lobbying - Attachment W
- Davis Bacon Act - Attachment X
- Contract – Attachment Y

**FAILURE TO INCLUDE THE ABOVE FORMS MAY RESULT IN THE BID BEING DECLARED
NONRESPONSIVE.**

Attachment B
Qualifications Statement

Qualification Statement - General

1. Legal Name, Address, and Telephone Number:

2. Check one: Corporation Partnership Individual

3. If a Corporation, State: _____

Date of Incorporation: _____

State in which Incorporated: _____
Name and Title of Principal Officers Date of Assuming Position

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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

4. If Partnership:

Date of Organization: _____

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

Name and Address of Partners:

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

Attachment C
Insurance Requirements

ATTACHMENT C - INSURANCE REQUIREMENTS

1.0 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 his 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.
- 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 Proposers 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 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the 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 Contractors and Sub-Contractors 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 Contractors 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 Subcontractor 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	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 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*.

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 Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

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

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

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

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

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

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

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

Business Name: _____ Phone: _____ Current

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

Length of time at this address: _____

Signature of Authorized Representative

Date

NOTARY

STATE OF _____

COUNTY OF _____

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

By _____, of _____

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

or has produced _____ as identification.

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Return Completed form with

Supporting documents to:

City of Key West Purchasing

Attachment E
Indemnification Form

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: _____

NOTARY FOR THE PROPOSER STATE OF _____

COUNTY OF _____

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

By _____ of _____

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

Signature of Notary

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

City Print, Type or Stamp Name of Notary

Title or Rank

Attachment F
Anti-Kickback Affidavit

ANTI-KICKBACKAFFIDAVIT

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 G
Public Entity Crimes Form

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

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

1. This sworn statement is submitted with RFP, Bid or Contract No. _____ for

2. This sworn statement is submitted by_ (Name of entity submitting sworn statement)
whose business address is _____
_____ and (if
applicable) its Federal Employer Identification Number (FEIN) is
_____ (If the entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement.)

3. My name is _____ and my relationship to
(Please print name of individual signing)
the entity named above is. _____

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

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

My commission expires:

NOTARY PUBLIC

Attachment H
Non-Collusion Declaration and Compliance

NON-COLLUSION AFFIDAVIT

STATE OF _____

: SS

COUNTY OF _____

I, the undersigned hereby declares that the only persons or parties 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 Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2024.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

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

Attachment I
Cone of Silence Affidavit

Attachment J
Equal Benefits for Domestic Partners

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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

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

By: _____

Sworn and subscribed before me this ___ day of _____ 2024.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

Attachment K
Vendor Certification Regarding
Scrutinized Companies List

**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 Address: _____

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: _____
Print Name *Print Title*

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

Authorized Signature: _____

Attachment L

Unit Price Proposal Form

UNIT PRICE PROPOSAL FORM

Proposal costs are inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, TOMS 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: **As-Needed Emergency Debris Staging Area**, for the CITY OF KEY WEST, Florida.

To: *CITY OF KEY WEST*
ATTN: CITYCLERK
1300 White St.
P.O. Box 1409
Key West, FL 33040

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

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

3.0 In submitting this Proposal, Proposer represents, as set forth in the Contract, that:

A. Proposer has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all, which is hereby acknowledged;

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Proposer has 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 to submit a false Proposal; Proposer has not solicited or induced any individual or entity to refrain from Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over City.

5.0 Proposer acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Proposals, and final payment for all Unit Price Proposal items will be based on actual services provided, determined as provided in the Contract Documents.

6.0 Proposer acknowledges that all unit costs include any necessary insurance and bonds.

Table A - UNIT PRICING

PROPOSAL SCHEDULE

Cost per acre, daily and monthly. (Attach Schedule)

Confirmation of Signature of Unit Price Proposal Information

Name of Proposer

Signature of Proposer

Title

Attachment M

Acknowledgement of Conformance with FEMA / NIMS
Standards

ACKNOWLEDGEMENT OF CONFORMANCE WITH FEMA / NIMS STANDARDS

TO: CITY OF KEY WEST

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

ATTEST

PROPOSERS NAME

ATTEST

By: _____

Attachment N

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

Attachment N

This Statement is to Attest That Proposer _____ is Familiar
with City's Comprehensive Emergency Management Plan (CEMP) and Hazard Annex.

**STATE OF FLORIDA
COUNTY OF MONROE**

Sworn to or affirmed and signed before me on _____ by _____

NOTARY PUBLIC OR CLERK

Print Name

SEAL or STAMP:

___ Personally known

___ ID Produced: _____

Attachment O

Sample of Proposer's Training Materials and Certificates

Attachment P

Proposer's Experience / Reference List

ATTACHMENT P

PROPOSER'S EXPERIENCE / REFERENCE LIST

Customer / Client Name	Contact Name	Telephone	Email	Address	Years of Service	Scope of Services

Include the following:

- Customer / Client Name
- Contact Name
- Telephone Number
- Email Address
- Years of Service
- Scope of Services

PROPOSER'S EXPERIENCE / REFERENCE LIST

Name	Experience	Credentials
Project Manager		
Exercise Program Leader		
Instructor		

Include the following credentials for, as required by the PROPOSAL SPECIFICATIONS:

- Instructor
- Project Manager
- Exercise Program Leader

Attachment Q

Proposer's Most Current Financial Statement

Attachment R

Conflict of Interest Statement

PROCUREMENT REQUIREMENTS: 2 CFR 200

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

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

1) Non-government Conflicts

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

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

2. **Full and Open Competition:** All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of §200.319 & §200.320.

3. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
 - 1) The City will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 - 2) Affirmative steps shall include:
 - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - vi) Requiring the prime contractor, if subcontracts are to be let to take the affirmative steps listed in paragraphs (e)(2) (i) through(v) of this section.

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

5. Unnecessary or Duplicative Items: Provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

6. Federal Excess and Surplus Property: The City encourages the use of Federal

excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

7. Settlement of All Contractual and Administrative Issues: The City alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the City unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.
8. Local Preference: Local preference is not allowed.
9. Domestic Preferences for Procurements: As appropriate and to the extent consistent with law, the City, to the greatest extent practicable under a Federal award, prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States. For the purposes of this section:
 - 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 10.E-Verify (Execute Order 11-116): Consultant:
 - 1) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the contract term; and
 - 2) Shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 11.Executive Order 11246: Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

12. Termination: This agreement may be terminated at any time, with or without cause, by the City upon thirty (30) days written notice to the consultant. No further work will be performed by the consultant upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the consultant will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the City, reasonable expenses incurred during the close-out of the agreement. The City will not pay for anticipatory profits.

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

13. Public Records: Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011(12), Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any firm claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. Contractors must provide the Sub-recipient, pass-thru entity, Federal awarding agency, Comptroller General of the United States, or any duly authorized representatives right of access to any books, documents, papers, or records which are directly pertinent to the project for the purpose of making audits, examinations, excerpts, and transcriptions.

14. Records Retention: Retention of all required records for six (6) years after final payments are made and all other pending matters are closed.

15. Convicted Vendor List 287.133(2)(a), F.S.: check the convicted vendors list prior to making any awards to ensure that contracts greater than \$35,000 are not awarded to convicted vendors for a period of thirty-six (36) months following the date of their placement on the convicted vendors list.

16. Discriminatory Vendor List 287.134(2)(a), F.S.: check the discriminatory vendors list prior to making any awards to ensure that contracts are not awarded to vendors on the discriminatory vendors list.

17. Monthly and Quarterly Monitoring: The selected firm will provide monthly and quarterly documentation and reports regarding status, changes, and other details as per stipulated grant requirements for submittal by the City.

CONFLICT OF INTEREST STATEMENT

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

Persons Name

Describe the Persons Possible Conflict of Interest:

Attachment S

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

Attachment T

Proposer's Draft Contract Document

Submit Proposed Site Lease with Proposal to Include Language Below:

FEDERAL REQUIREMENTS

In addition to the terms of Appendix II to 2 C.F.R. Part 200, which are attached as Attachment Y and incorporated herein, the following Federal requirements also apply to this Emergency Agreement:

- a. **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL:** The PROPOSER shall allow access by the grantee, sub-grantee, 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 PROPOSER which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
- b. **COPYRIGHTS:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.
- c. **DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROPOSERS:** The PROPOSER agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, PROPOSER shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The PROPOSER shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.
- d. **ENERGY POLICY AND CONSERVATION ACT:** The PROPOSER shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- e. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, the PROPOSER agrees as follows:
 - i. The PROPOSER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The PROPOSER will take affirmative action to ensure that

applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PROPOSER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

11. The PROPOSER will, in all solicitations or advertisements for employees placed by or on behalf of the PROPOSER, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
111. The PROPOSER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the PROPOSER's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1v. The PROPOSER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - v. The PROPOSER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - v1. In the event of the PROPOSER's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the PROPOSER may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- VII The PROPOSER will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of

Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-PROPOSER or vendor. The PROPOSER will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a PROPOSER becomes involved in, or is threatened with, litigation with a sub-PROPOSER or vendor as a result of such direction by the administering agency the PROPOSER may request the United States to enter into such litigation to protect the interests of the United States.

v111. PROPOSER shall:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
3. Divide work, when economically feasible, into smaller tasks to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Provide documentation of compliance with 1-4 above.

£ CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
COMPLIANCE

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

11. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

g. CLEAN AIR ACT

- 1. The PROPOSER 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.

The PROPOSER agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

h. FEDERAL WATER POLLUTION CONTROL ACT

- i. The PROPOSER 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.

The PROPOSER agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The PROPOSER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

1. DEBARMENT AND SUSPENSION:

i. 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 PROPOSER is required to verify that none of the PROPOSER, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

11. The PROPOSER must comply with 2 C.F.R. pt. 180, subpart C and 2C.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.

111. This certification is a material representation of fact relied upon by (insert name of sub-recipient). If it is later determined that the PROPOSER did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

1v. The PROPOSER agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The PROPOSER further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT,

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

1. PROPOSERS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31.

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier to the recipient.

ii. Attach Certification for Contracts, Grants, Loans, and Cooperative Agreements submitted with bid if exceeding \$100,000)

k. **PROCUREMENT OF RECOVERED MATERIALS**

- i. In the performance of this contract, the PROPOSER shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.

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

1. **RETENTION OF ALL RECORDS:** The PROPOSER is required to retain all records for seven (7) years after grantees or sub-grantees make final payments and all other pending matters are closed.

ADDITIONAL FEDERAL REQUIREMENTS

a. **REMEDIES** - In the event of a breach by PROPOSER of the terms and conditions of this Agreement CITY shall be entitled to recover any and all monetary damages arising therefrom including the recovery of reasonable attorney fees at all trial and appellate levels.

b. **ACCESS TO RECORDS**

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

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

iii. The PROPOSER 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.

B. **DHS SEAL, LOGO AND FLAGS:** the PROPOSER shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS: This is an acknowledgement that FEMA financial assistance will be used to

fund the contract only. The PROPOSER will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

d. NO OBLIGATION: The Federal Government is not a party to this contract and is not

subject to any obligations or liabilities to the non-Federal entity, PROPOSER, or any other party pertaining to any matter resulting from the contract."

e. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS: The PROPOSER acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the PROPOSER's actions pertaining to this contract.

Attachment U

Evaluation Scoring Matrix

Name of Proposer:		
Bid Opened:		
Bid Price:		
Response Check List		
Mandatory Submittals	Yes	No
Attachment A: Proposal Checklist		
Attachment B: Proposer's Qualification Statement		
Attachment C: Insurance Requirements		
Attachment D: Local Vendor Cert. Pursuant to CKW Ord. 09-22 Sect. 2-798		
Attachment E: Indemnification Affidavit		
Attachment F: Anti-Kickback Affidavit		
Attachment G: Public Entity Crimes Affidavit		
Attachment H: Non-Collusion Declaration and Compliance Affidavit		
Attachment I: Cone of Silence Affidavit		
Attachment J: Equal Benefits for Domestic Partners Affidavit		
Attachment K: Scrutinized Companies List		
Attachment L: Unit Price Proposal		
Attachment M: Acknowledgement of Conformance to FEMA / NIMS Standards		
Attachment N: Statement Proposer is Familiar with City's CEMP		
Attachment O: Training Materials and Certificates		
Attachment P: Proposer's Experience / Reference List		
Attachment Q: Proposer's Most Current Financial Statement		
Attachment R: Conflict of Interest Statement		
Attachment S: Copy of Florida Business License / Corporate Filings		
Attachment T: Proposer's Draft Contact Document		
Attachment U: Evaluation Scoring Matrix		
Attachment V: Proposer Reference Check		
Attachment W: Certification Regarding Lobbying		
Attachment X: Davis Bacon Act		
Attachment Y: Contract Provisions for Non-Federal Entity Contracts		
Proposal Accepted as Responsive		
Grading Criteria	Points	
	Received	Possible
1. Size of Area		25
2. Accessibility		25
3. Distance to Area		25
4. Familiarity with Debris Staging		15
5. Price Proposal		10
Total Points Received		
Total Points Available		100

Attachment V

Proposer Reference Check

PROPOSER REFERENCE CHECK

Date: _____

Name of Proposal Company: _____

Name of Referenced Project Mngr.: _____

Proposed Project Mngr.: _____

Name of Referenced Jurisdiction: _____

Provide the name and contact information of person at referenced jurisdiction that has worked directly with the Proposer. The contact person should be the "named contact" listed in the submitted proposal.

Name of Contact: _____ **Title:** _____

Email: _____ **Telephone:** _____

FAX: _____

Date Contract was in effect: _____

1Not satisfied **2** Acceptable **3** Satisfied **4** Extremely Satisfied **5** Would Recommend

Past performance of Proposer

1 2 3 4 5

Past performance of Proposer Subcontractors

1 2 3 4 5

Experience and performance of Proposer Project Manager

1 2 3 4 5

Ease of use and accuracy of Proposer ticket tracking/invoicing system

1 2 3 4 5

Overall satisfaction of Reference Company

1 2 3 4 5

Dollar amount of contract \$ _____

Dollar amount of invoiced assignments \$ _____

Number of projects completed by Proposer in the last five years \$ _____

Term of Contract Years _____ Extension _____

Was contract bid? **Yes** **No**

Any unresolved issues with Proposer? **Yes** **No**

Attachment – W

Certification Regarding Lobbying

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

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

The undersigned PROPOSER certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Attachment X

Davis Bacon Act

Clause -Davis Bacon Act and Contract Work Hours and Safety Standards Act.

Definitions: For purposes of this clause, Clause - Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (OBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients'contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance Instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement , or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement

of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made, or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made, or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked *therein, provided that* the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided that* the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient 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 the Contractor under

this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR S. S(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(8) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and

Hour Division Web site at or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient {as applicable}, applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency {or the Recipient or Subrecipient {as applicable}, applicant, sponsor, or owner}.

{B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 {a}(3){ii} of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic {including each helper, apprentice, and trainee} employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph {a}(3){ii}(B) of this section.

{D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

{iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or

the Department of labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees-

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work performed. In addition, any apprentice performing work on the job site more than the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work performed. In addition, any trainee performing work on the job site more than the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in (a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the

procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes *within* the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(1) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

Ⓜ No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

Ⓜ The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work more than 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 more than 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 (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of Davis-Bacon Act apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Attachment Y

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 C.F.R. Pt. 200. App. II

**APPENDIX II TO PART 200--CONTRACT PROVISIONS FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS**

**Effective: December 26, 2014
Currentness**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or

laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).