

CITY OF KEY WEST



REQUEST FOR PROPOSALS

RFP # 26-008

FOR

Services for Disaster Response

Mayor: Danise Henriquez

City Manager: Brian L. Barroso

Commissioners:

Monica Haskell; District 1

Donald "Donie" Lee; District 3

Gregory Veliz; District 5

Samuel Kaufman; District 2

Lissette Carey; District 4

Aaron Castillo; District 6



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

Solicitation Data

Request Number: RFP 26-008

Title: Services for Disaster Response

Description: The City of Key West is soliciting proposals from experienced and qualified Contractor(s) to provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver disaster response services as requested by the City including but not limited to the timely removal and lawful disposal of all eligible storm-generated debris.

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

Issue Date: April 22, 2026

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

Clarification Submittal Deadline: April 29, 2026, 3:00 P.M. LOCAL TIME

Clarification Response Deadline: May 1, 2026, 3:00 P.M. LOCAL TIME

Responses Deadline Date: May 12, 2026, 3:30 P.M. LOCAL TIME

Estimated Award Date: June 2026

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City of Key West

Request for Proposals

Services for Disaster Response

RFP No. 26-008

NOTICE: Pursuant to Sec. 2-769 of the City's Code of Ordinance, sealed proposals for consideration to provide the services detailed in the scope of services listed below, shall be received until **3:30 P.M. on May 12, 2026**. The submittals shall be clearly marked **"RFP No. 26-008 –Services for Disaster Response."**

All submittals shall be publicly opened and recorded on May 12, 2026; at 3:30 P.M.** Late submittals shall **not** be accepted or considered.

Please submit one (1) original and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside **"Sealed Proposals for RFP No. 26-008 Services for Disaster Response"** addressed and delivered to the City Clerk at the address noted above.

Solicitations may be found via the City of Key West website (www.cityofkeywest-fl.gov) under Finance and via [Onvia DemandStar](#), central notification systems which provide Proposal notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Key West reserves the right to accept any proposal deemed to be in the best interest of the City or to waive any irregularity in any submittal. The City may reject any or all Proposals and re-advertise.

PROJECT OVERVIEW

The City of Key West (the “City”) is issuing this Request for Proposals (RFP) to solicit responses from qualified and experienced Contractors to provide Disaster Response Services on an as-needed basis following a declared disaster or other emergency event. The Contractor shall provide all labor, supervision, equipment, materials, and incidentals necessary to perform debris removal, collection, reduction, hauling, and lawful disposal services from public rights-of-way, public property, and other locations as directed by the City.

All work shall be performed in accordance with applicable Federal Emergency Management Agency (FEMA) requirements, including but not limited to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), FEMA Public Assistance Program and Policy Guide (PAPPG), and all other applicable federal, state, and local laws, regulations, and ordinances. The intent of this solicitation is to establish one or more pre-positioned, competitively procured contracts to ensure the timely, efficient, and cost-effective removal and disposal of disaster-generated debris in a manner that maximizes eligibility for FEMA reimbursement.

Through this RFP process, prospective Contractors are invited to submit detailed proposals in accordance with the requirements and timelines set forth herein. Only those submissions that include all information requested—at the sole discretion of the City—will be considered for evaluation.

The City intends to use the proposals received to rank the Contractors based on price, qualifications, experience, and responsiveness. Following the evaluation process, the City will initiate contract negotiations with the top-ranked Contractor. Once under contract, the selected Contractor may be assigned additional specific projects on an as-needed basis via an approved Task Order.

All inquiries must reference “**RFP No. 26-008 –Services for Disaster Response**”, in the subject line and should be directed to the following email at lucas.torresbull@cityofkeywest-fl.gov. No phone calls will be accepted in reference to this solicitation. Any communication regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

The City reserves the right to delay or modify scheduled dates and will notify Contractors of all changes in scheduled dates.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

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

Finance-Division

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

Departments

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

Authorized Representative

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

(ii) You/Your

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

Contractor

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

Successful Contractor

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

(iii) Proposals/ Submittals

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

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Contractor after the deadline for receipt of submittals. Questions from potential and/or actual

respondents regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page.

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

(i) Written Addenda

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

1.3 COST OF PREPARATION

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

1.4 EXAMINATION OF DOCUMENTS

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

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Contractors must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. Respondents claiming that any portion of their proposal is exempt from public disclosure must identify each page or portion claimed exempt, cite the specific statutory basis for the claimed exemption, and submit both an unredacted copy and a redacted public copy. General claims of confidentiality, trade secret status, or proprietary treatment without a specific statutory citation will not be controlling on the City.

1.6 WITHDRAWAL OF PROPOSAL

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

1.7 RIGHT TO REJECT

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

1.8 GOVERNMENTAL RESTRICTIONS

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

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

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

(ii) Interviews

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

(iii) Request for Modifications

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

(iv) Proposal Acknowledgment

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

(v) Acceptance/Rejection/Modification To Submittals

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

(vi) Submittals Binding

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

(vii) Alternate Proposals/ Statement/ Proposals

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

(viii) Economy of Preparation

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

(ix) Proprietary Information

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

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

1.10 COMPLIANCE WITH ORDERS AND LAWS

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

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

Occupational, Safety and Health Act (OSHA)

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

Environment Protection Agency (EPA)

Uniform Commercial Code (FL Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

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

U.S. Department of Transportation

**City of Key West, City Ordinance Sec 2-766-2-845
Cone of Silence, City of Key West Code of Ordinances**

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

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

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

1.11 CONE OF SILENCE

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

A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

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

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

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

(c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:

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

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

(A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.

(B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

(3) Oral communications at duly noticed pre-Proposal conferences;

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

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

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

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

(8) Purchases exempt from the competitive process pursuant

to [section 2-797](#) of these Code of Ordinances;

(d) *Procedure.*

(1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The cone of silence shall terminate:

(A) At the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all Proposals or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.

(B) At the deadline for submission of responses to the solicitation if only one vendor has responded.

(3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

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

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

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

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

(5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code [section 2-834](#) that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a

vendor of this section.

1.12 SUNSHINE LAW

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

1.13 CANCELLATION

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

1.14 ASSIGNMENT

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

1.15 PROPERTY

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

1.16 TERMINATION FOR DEFAULT

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

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result

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

1.18 ANTI-TRUST PROVISION

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

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Contractors must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Contractor agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Contractor shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes. The specific contract-for-services public-records obligations required by section 119.0701, Florida Statutes, shall be included verbatim in the Agreement and control in the event of conflict.

1.20 CAPITAL EXPENDITURES

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

1.21 GOVERNING LAW AND VENUE

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

1.22 ATTORNEY FEES

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

1.23 NO PARTNERSHIP OR JOINT VENTURE

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

1.24 TERMS AND CONDITIONS OF AGREEMENT

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

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

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

Contractor, its employees, agents, or sub-Contractors.

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

uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

1.25 EQUAL BENEFITS FOR DOMESTIC PARTNERS FOR PROCURED PROJECTS

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

1.26 LIMITATION ON USE OF OFFICIAL SEAL

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

END OF SECTION 1

SECTION 2

SPECIAL CONDITION

2.1 PURPOSE

The City of Key West invites qualified and experienced firms to submit proposals to provide disaster response services in support of emergency response, disaster recovery, and related operations. The selected Contractor shall furnish all labor, supervision, equipment, materials, systems, and technical expertise necessary to provide comprehensive disaster response services, including emergency response support, debris removal, recovery operations, and related services as directed by the City.

The Contractor(s) shall provide services in compliance with all applicable federal, state, and local requirements, including but not limited to Federal Emergency Management Agency (FEMA) Public Assistance Program requirements, 2 CFR Part 200 (Uniform Administrative Requirements), Federal Highway Administration (FHWA) requirements where applicable, State of Florida requirements, and all applicable City standards and contract requirements. All work performed shall be fully documented and performed in a manner that supports eligibility determinations and maximizes reimbursement for eligible disaster-related work.

The Contractor shall provide the personnel, equipment, materials, and logistical support necessary to respond to disaster events and perform emergency response and recovery services before, during, and after disaster events. Services may include, but are not limited to, debris removal and disposal, emergency protective measures, demolition, debris management site operations, hazardous material handling, emergency roadway clearance, temporary facilities and services, water and flood control operations, emergency power support, and other disaster response services as directed by the City.

The Contractor shall provide management, operational coordination, documentation, and reporting services necessary to ensure all disaster response operations are properly executed, documented, and compliant with applicable regulatory and funding agency requirements. The Contractor may also be required to coordinate with federal and state agencies, including FEMA and the State of Florida, and provide technical and administrative support during project formulation, documentation review, audits, and project closeout.

The Contractor shall maintain effective coordination and working relationships with City staff, regulatory agencies, and other Contractors involved in disaster response and recovery operations.

The Contractor shall be capable of mobilizing resources within the timeframes specified by the City and shall maintain sufficient staffing and equipment resources to support large-scale emergency response operations.

The initial contract resulting from this solicitation shall have an initial term of three (3) years beginning on the effective date. The City may, in its sole discretion, renew the contract for one (1) additional term of up to two (2) years, for a maximum total term of five (5) years, upon written notice and approval in accordance with City requirements. Any renewal shall be on the same terms and conditions unless amended in writing by the parties and approved as required by the City.

2.2 MINIMUM REQUIREMENTS

All Contractor's that submit a proposal shall meet, but not limited to, the following minimum qualifications:

- A minimum of five (5) years of experience providing disaster response/recovery services, for municipal, county, or state governmental entities.
- Demonstrated knowledge and experience with FEMA and State Public Assistance eligibility, documentation, and reimbursement procedures.
- Experience providing services similar in scope to those required under this solicitation for a minimum of five (5) jurisdictions, of the same size and complexity as the City.
- Demonstrated experience supporting multiple jurisdictions and/or large-scale debris operations.
- Capacity to mobilize qualified personnel and equipment within the time stated in the Task Order or Notice to Proceed. Proposer shall disclose any pre-event, concurrent, or overlapping commitments that could affect mobilization or performance and shall explain how adequate resources will be maintained for City work.
- Be knowledgeable and have experience in the provision of the Services for reimbursement through the FEMA Public Assistance and FHWA ER program; and
- Be able to perform the Services and any other agreed to services in a timely

manner, recognizing that the CITY desires to have this project completed within 30 days following completion of debris hauling and removal.

2.3 LICENSING

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

2.4 EXECUTION AND TERM OF CONTRACT

The City and the Awarded Contractor shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Commission at a fully authorized meeting. If the Contractor awarded the contract fails to enter into a contract as herein provided, the award may be declared null and void, and the contract may be awarded to the next most responsible and responsive Contractor, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a three (3) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for one (1) additional Two (2) year period for a maximum total of five (5) years. The Awarded Contractor shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Contractor. This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2.5 PROPOSAL FORMAT AND SIGNATURES

To be considered, proposals must be submitted in accordance with the City's specified instructions. The entire proposal must be resubmitted, including all executed forms, with each section signed to indicate it has been read and understood, and all response

forms fully completed. Proposals should be typed or printed using black or blue ink only; the use of erasable ink is prohibited. The proposal submitted in response to this Request for Proposals (RFP) shall be printed on 8-1/2" x 11" white paper and bound; shall be clear and concise, tabulated, and provide the information requested. Any corrections must be initialed. Proposals submitted by corporations must be signed in the corporate name by the President or another authorized corporate officer, along with documentation verifying the authority to sign. The corporate address and state of incorporation must be listed beneath the signature.

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.6 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name of the Contractor's. In order to be deemed responsive the proposals must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 4 of this solicitation. The City of Key West shall be the sole judge in determining Contractor's qualifications.

The City anticipates awarding a single contract but reserves the right to award multiple contracts if it is determined to be in the best interest of the City.

The Contractor understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the firm/individual have been authorized by the appropriate level of authority within the City, and an agreement has been executed by both parties and approved by the appropriate level of authority within the City.

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

In the event the parties are unable to negotiate terms acceptable to the City, the City

may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit.

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

The City's Selection Committee will evaluate proposals and will select the Contractor which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. The purpose of the Evaluation Process is to evaluate the proposals submitted in response to this Request for Proposal and to establish the most advantageous firm/individual, further identified as the No. 1 or highest ranked firm/individual. Each proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

PHASE I — EVALUATION

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

Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories listed below. The points awarded for each Category will be totaled, ranked, and tabulated to determine the top ranked firm/individual to provide the City Commission. Should the number of Contractors exceed three (3), the Selection Committee will provide the City Commission with a ranking of the "shortlisted" firms/individuals.

PHASE II — SELECTION

The Selection Committee will submit their tabulated scores and firm/individual ranking to the City Commission for their consideration to award the contract. The City Commission may accept the ranking recommendations of the Selection Committee and may request firms to give a presentation and/or answer questions,

amend rankings, or reject all Proposals. The City Commission will make the final selection. The City shall not be responsible for any costs of preparation or costs incurred in relation to any opportunities for an interview.

Subject to approval by the City Commission, a contract may be awarded to one or more Contractors deemed the most responsible and responsive, based on the selection criteria. Any award will be contingent upon the execution of a contract, which must be in a form and substance approved by the City Commission. In determining responsibility, the City may consider relevant past performance, integrity, capacity, and litigation history only to the extent such matters materially relate to the respondent's ability to perform this contract in a responsible manner and as permitted by law.

EVALUATION CATEGORIES — PHASE I & II

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

Category	Points
<p>1. Qualifications/Experience:</p> <ul style="list-style-type: none"> Contractors past performance and experience in providing proposed services, including demonstrating relevant experience. Qualifications and experience of Project Manager; Qualification and experience of key personnel assigned to project; Qualifications, experience, and past performance of Contractor/Qualifications, Experience and past performance of Subcontractors; Number of other projects that all/some of proposed team and Subcontractors have worked together on; Demonstrated understanding of island logistics, disaster debris operations, constrained-site staging, and similar tropical/coastal municipal conditions, as shown by past project experience, proposed plan, and mobilization approach; no points are awarded based solely on office location or local presence. 	10
<p>2. General Operations Plan:</p> <ul style="list-style-type: none"> Documentation of understanding of Scope of Work and requirements; Contractor's approach to the Project; Contractor's equipment resources; Subcontractor owned resources, capacity to perform; 	20

	<ul style="list-style-type: none"> • Mobilization Plan Quality and sufficiency of staffing plan and organizational structure; • Proposed ticket quality assurance/quality control program. 	
3.	Financial Stability: <ul style="list-style-type: none"> • Number of years the business has been in operations; • Size of projects successfully completed in the past 5 years • Strength of latest financial statement 	10
4.	Past Performance (Reference Verifications): <ul style="list-style-type: none"> • Total dollar amount of rejected reimbursements (FEMA Audit); • Number of rejected reimbursements(FEMA Audit); • Total Yards/Tons of debris handled by Contractor in the last five years; 	20
5.	Cost Proposal Points: <p>Lowest Lump Sum for handling 200,000 yards of debris (40 Points)</p> <p>Between 100.1% and 102% of Lowest Lump Sum (38.5 Points)</p> <p>Between 102.1% and 104% of Lowest Lump Sum (37 Points)</p> <p>Between 104.1% and 106% of Lowest Lump Sum (35.5 Points)</p> <p>Between 106.1% and 108% of Lowest Lump Sum (34 Points)</p> <p>Between 108.1% and 110% of Lowest Lump Sum (32.5 Points)</p> <p>Between 110.1% and 112% of Lowest Lump Sum (31 Points)</p> <p>Between 112.1% and 114% of Lowest Lump Sum (29.5)</p> <p>Between 114.1% and 116% of Lowest Lump Sum (28 Points)</p> <p>Between 116.1% and 118% of Lowest Lump Sum (26.5)</p> <p>Between 118.1% and 120% of Lowest Lump Sum (25 Points)</p> <p>Between 120.1% and 122% of Lowest Lump Sum (23.5 Points)</p> <p>Between 122.1% and 124% of Lowest Lump Sum (22 Points)</p> <p>Between 124.1% and 126% of Lowest Lump Sum (20.5 Points)</p> <p>Greater than 126% of Lowest Lump Sum (19 Points)</p>	40
Total Points		100

2.7 DUE DATE

All proposals are due no later than **May 12, 2026, at 3:30 P.M.** All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Key West. The City of Key West cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposals must be supplied to constitute a regular submittal.

2.8 INSURANCE REQUIREMENTS

Successful Contractors shall maintain, at their sole expense and during the term of this Agreement, all insurance requirements in accordance to Exhibit A.

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

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

At the time of the award, the selected Contractor must provide a Certificate of Insurance and a Declaration of Coverage Page, which must list the City of Key West as an additional insured on each applicable policies mentioned in Exhibit A.

EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed in the proposal. Any exceptions to these Sections may cause the proposal to be considered non-responsive.

2.9 INQUIRIES

Any questions regarding this solicitation shall be directed in writing to the Procurement Contact via email at lucas.torresbull@cityofkeywest-fl.gov. All inquiries must have in the subject line the following: **RFP No. 26-008 - Services for Disaster Response**. If your request is seeking a public record, such as an award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Contractors requiring clarification or interpretation of the RFP must submit them via email **on or before 3:00 P.M. on April 29, 2026**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Contractors on Demand Star, also available via link on the City's website.

2.11 VERIFICATION OF INFORMATION

The City may verify the information submitted by the Contractor and may obtain and evaluate additional information, as it deems necessary to ascertain the Contractor's ability to perform under this solicitation. The City shall be the sole judge of a Contractor's ability to perform, and its decision shall be final.

2.12 GOODS/ SERVICES MAY BE ADDED OR DELETED

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

2.13 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

2.13.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms

or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.13.2 The City reserves the right to disqualify Contractors during any phase of the competitive solicitation process and terminate for cause, any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Contractor.

2.14 BACKGROUND INFORMATION

The City reserves the right, prior to awarding the contract, to request additional evidence of a Contractor's qualifications as deemed necessary. The City may consider any available information regarding the Contractor's financial, technical, and other qualifications, including past performance and experience with the City.

2.15 METHOD OF ORDERING

Services shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order.

2.16 PAYMENT/ INVOICES

The Contractor will be compensated for authorized work completed in accordance with the Fee Schedule attached hereto and identified as Attachment O, and any written Task Order, Notice to Proceed, or purchase order. Contractor shall submit load tickets, force-account labor and equipment tickets, disposal tickets and or hourly time and materials tickets (first seventy-two hours), and all other supporting documentation required by the City. Unless the City approves another billing cycle in writing, invoices may be submitted weekly and shall identify the applicable purchase order or task order and all supporting ticket numbers. The City shall pay approved invoices in accordance with Chapter 218, Part VII, Florida Statutes, as applicable to the services invoiced. Any recycling, salvage, rebate, or similar proceeds attributable to materials collected under this Contract shall be remitted or credited to the City unless the City expressly agrees otherwise in writing.

2.17 CONTRACT CANCELLATION

Termination by the City for convenience shall be governed by Section 1.17 of this RFP.

The Contractor may terminate the Contract only for cause, upon one hundred twenty (120) days written notice to the City, unless a shorter period is approved in writing by the City.

If the Contractor terminates the Contract without cause or fails to perform in accordance with the Contract, the Contractor shall be liable for any additional costs incurred by the City to procure replacement services, together with any other damages available at law or in equity.

Nothing herein shall limit the City's rights under Section 1.17 or any other termination provision of this Contract.

2.18 REFERENCES

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Contractor's submission of an RFP constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Contractor's qualifications.

2.19 RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs not identified in the Contractor's proposal.

2.20 FEDERAL FUNDING SOURCE

This Request for Proposals and any contract resulting from it may be funded, in whole or in part, with federal disaster assistance funds provided through the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as administered through the FEMA Public Assistance (PA) Program, and other applicable federal funding sources.

Accordingly, the Contractor shall comply with all applicable federal statutes,

regulations, executive orders, and FEMA program requirements, including but not limited to the procurement and contract provisions set forth in Title 2 of the Code of Federal Regulations (2 CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

The selected firm shall comply with all applicable requirements and regulations established by FEMA, the Federal Highway Administration (FHWA), the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (DEP), the Stafford Act, and any other federal, state, or local governmental agency having jurisdiction over disaster response and recovery activities, including all requirements established by the City.

The selected firm shall maintain current knowledge of FEMA and other applicable agency guidelines, policies, and regulatory requirements, and shall provide professional guidance to the City throughout the duration of the project to help ensure compliance and maximize eligible financial reimbursement.

To support an efficient and accurate cost recovery process, the selected firm shall demonstrate a comprehensive understanding of the documentation, reporting, and compliance requirements associated with FEMA reimbursement processes, other applicable federal disaster assistance programs, and relevant State of Florida disaster recovery programs.

2.21 FULL AND OPEN COMPETITION

All procurement transactions shall be conducted in a manner providing full and open competition consistent with 2 CFR §200.319. The City shall not place unreasonable requirements on firms, require unnecessary experience, or otherwise restrict competition.

2.22 COST/PRICE ANALYSIS

The City shall perform a cost or price analysis in connection with every procurement

action in excess of the Simplified Acquisition Threshold, including contract modifications.

2.23 AFFIRMATIVE STEPS (MBE/WBE)

The City shall take all necessary affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are used when possible and practical.

2.24 PROHIBITION ON TIME & MATERIALS (T&M) WITHOUT CEILING PRICE

Time-and-materials contracts shall only be used after a determination that no other contract is suitable and shall include a ceiling price that the Contractor exceeds at its own risk.

2.25 GEOGRAPHIC PREFERENCE

The City shall not use statutorily or administratively imposed geographic preferences in the evaluation of Proposals or proposals, except where applicable federal statutes expressly mandate or encourage such preference.

2.26 PROHIBITION OF COST-PLUS PERCENTAGE OF COST

Cost-plus-percentage-of-cost and percentage-of-construction-cost methods of contracting shall not be used when utilizing FEMA funding.

2.27 CONTINGENCY FEE PROHIBITION

The Contractor shall not receive compensation based on a percentage of FEMA reimbursement or any other contingency fee arrangement. Compensation shall be based solely on actual services performed in accordance with the approved fee schedule.

END OF SECTION 2

SECTION 3

SCOPE OF SERVICES

3.1 BACKGROUND

Key West is an island city measuring approximately 4 miles in length and 1.5 miles in width. Located at the southernmost point of U.S. Highway 1, it is situated 153 miles southwest of Miami, Florida, and 93 miles northwest of Havana, Cuba. Key West serves as the county seat of Monroe County and encompasses the entire island, along with a portion of neighboring Stock Island to the northeast. The city's economy is primarily driven by tourism and commercial/charter boat fishing. A significant portion of the workforce is employed in the service industry, along with positions in government agencies and schools.

The City's estimated permanent population in 2023 was 25,000. In addition to its residents, Key West is a world-renowned tourist destination and a favored location for second homes. On any given day, the total population in Key West—including permanent residents, seasonal residents, the maritime population, overnight tourists, day-trippers, cruise ship visitors, commuters, and shoppers—is estimated to exceed 50,000. This number can surge significantly during major events such as Fantasy Fest or New Year's Eve.

The City operates under a commission-manager form of government, with six district Commissioners and one Mayor elected at large. The City Commission appoints members to various volunteer boards and commissions, which are responsible for carrying out duties outlined by State law, the City Charter, and local ordinances. These boards and commissions include the Planning Board, the Historic Preservation Committee, and the Tree Commission. Additionally, the City Commission appoints Special Advisory Committees to provide community input on specific issues and projects as needed. Current advisory boards include the Key West Bight Management District Board, Parks & Recreation Advisory Board, Bahama Village Redevelopment Advisory Committee, Arts in Public Places Advisory Board, Contractors Examining Board, and the Environmental Sustainability Board.

3.2 SCOPE OF SERVICES

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver disaster response services as requested by the City including but not limited to the timely removal and lawful disposal of all eligible storm-generated debris.

These contracted services shall include all items listed below and provide for the cost effective and efficient removal and lawful collection and disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with FEMA requirements. Contract services will only be performed when requested and as designated by the City Manager (or his designee) by approved Work Authorization issued in writing. Contractor shall load and haul the debris from within the legal boundaries of the City or city designated Temporary Debris Management Site(s), to a site(s) specified by the City.

The City reserves the right to assign work to various Contractors, at its sole discretion. The City also reserves the right to approve all Subcontractors hired by the Contractor and/or to require the Contractor to dismiss a Subcontractor upon request.

3.2.1 Emergency Push / Road Clearance:

Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by the City. The emergency push will normally be completed within the first 70 hours following the activation of this contract, unless notified otherwise by the City. Time and material rate shall be applicable.

3.2.2 Debris Removal from Public Right-of-Way (ROW):

As directed by the City, Contractor shall load and haul all eligible debris to an approved and certified Temporary Debris Management Site (TOMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

3.2.3 Debris Clearance/Removal from Public Property:

As directed by the City, Contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TOMS) or other disposal destination designated by the City. If necessary, the City will confirm the FEMA eligibility of the debris to be removed.

3.2.4 Demolition of Structures and Construction Debris Removal:

As directed by the City, Contractor shall demolish unsafe structures and remove debris that has been determined by the City to be a threat to the

health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The City will direct actions to secure the Right of Entry (ROE) onto private property to allow demolition and removal. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

3.2.5 Private Property Waivers:

The City will direct all actions to secure necessary permissions, waivers and ROE agreements from real property owners and/or Homeowner Associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the disaster event.

3.2.6 Debris Separation/Reduction and Temporary Debris Management Site (TOMS) Management:

Contractor shall operate and manage the TOMS to accept and process all event debris. All actions will be implemented by the Contractor only with the prior approval of the City. Actions by the Contractor will include, but are not limited to, the following:

- Ensure that only debris authorized by the City's Contract Administrator will be allowed into the TOMS sites.
- Provide to the City a video record of the pre- and post-use site conditions.
- Conduct an onsite Phase 1 Environmental Audit, if required by the City.
- Contractor shall submit list of engineering firms that shall be engaged by Contractor to perform such Audit.
- Prepare a plan of proposed site layout and review with the City prior to its implementation.

- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to its implementation.
- Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TOMS.
- Build and/or maintain roads as necessary for TDMS operation.
- Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TOMS.
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- Confine hours of operation of the TOMS to those determined by the City.
- Stage and process all debris in a manner in accordance with instructions from the City in a manner acceptable to FEMA.
- Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.
- Prior to reduction and to the extent practical, segregates debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste.
- Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TOMS.
- Provide the City with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of

debris accepted at the TOMS.

- Upon the closure of the TOMS, restore the TOMS to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.
- As directed by the City, sod, hydro-seed or sprig the TOMS property once all other site closure issues have been addressed and cleared by the appropriate environmental agency.
- As directed by the City, conduct post use soil and water tests as required by FDEP.
- Ensure debris from multiple disaster incidents is stored separately enough to distinguish the related costs per disaster.
- TOMS should have a tent, chair, and portable toilet available for staff to use while monitoring and working at the site.

3.2.7 Designation and Management of Staging Areas:

City shall provide list of staging areas to Contractor. Contractor shall identify appropriate staging areas for approval by City that would accommodate activities such as truck/equipment certification; provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. The City shall apply for and maintain any FDEP permits required for the site(s).

Contractor shall provide temporary housing, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and sub-Contractor personnel. The City will approve of the location(s), size, layout and services to be provided at any staging area established by the Contractor, who will ensure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

3.2.8 Management of Tree Debris:

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning

trees, and similar materials resulting from trees damaged during the event. The City shall direct the Contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City to be public safety hazards will be removed and disposed of by the Contractor. The Contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris on the cost basis of the cubic yard rate for regular vegetative debris.

3.2.9 Management of Hazardous Materials:

The Contractor will provide collection, identification, separation, hauling and disposal services for any Hazardous Waste or Household Hazardous Waste generated by the event.

3.2.10 Management of White Goods:

The Contractor will provide for collection, processing, hauling and disposal services for all White Goods, including Chlorofluorocarbons (CFC) refrigerant containing devices. The Contractor will be responsible for removal all CFC gases from White Goods prior to processing or shipping of White Goods for final disposal. The Contractor will be responsible for meeting all Federal and State requirements for the proper and safe handling of CFC containing devices. The cost basis will be the unit prices defined on Attachment P.

3.2.11 Disaster Recovery Technical Assistance:

The Contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the City Representative.

3.2.12 Post Event Support Equipment:

The Contractor will supply the City with post event support equipment as requested. Equipment may include but not limited to: mobile satellite communications gear, mobile high-speed internet access, mobile radio

communications gear, mobile cellular gear, mobile fueling gear, mobile kitchens, mobile housing, mobile laundry facilities etc.

3.2.13 Monitors:

The City will use trained City staff or hire contract employees and train them to perform as monitors. Each Contractor crew will be assigned a monitor at the City's expense.

3.2.14 Beach Cleaning:

In the event that the City's beaches have been damaged, the Contractor will provide all necessary equipment and manpower to remove debris from the City beaches, screen the beach sand as directed by the City and replace the screened sand on the beach as directed. The Contractor will be responsible for collection, hauling and disposal of any debris generated in the process of beach cleaning. The cost basis will be the unit prices defined in Attachment A.

3.3 PERFORMANCE OF SERVICES

3.3.1 Description of Service:

The Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of the Contract or meeting the approval of the City may be rejected. Replacements and/or re-work, as required, will be accomplished on a timely basis at no additional cost to the City.

3.3.2 Proposal Form - Cost of Services:

The Contractor shall submit Attachment A providing a unit price Proposal on Proposal Form in these RFP Documents. The Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon execution of the Contract, payments will be made based on a unit price basis as specified in the Contract. Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs given in Attachment A, of the RFP Documents. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations

between the Contractor and the City and approval by formal action as deemed necessary by the City. In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Contract.

3.4 STANDARDS OF PERFORMANCE:

3.4.1 Contractor Representative and General Operations Plan:

The Contractor shall have a knowledgeable and responsible representative report to the City and provide a copy of final Contractor's General Operations Plan within ten (10) days following the execution of the Contract. The City will approve the General Operations Plan prior to its implementation within the City. The Contractor's Representative shall have the authority to implement all actions required to begin the performance of contracted services as set forth in the Contract and the Contractor's General Operations Plan.

3.4.2 Mobilization:

When a notice to proceed in advance of an event has been received by the Contractor, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 24 hours and 100% of the required resources within 48 hours to commence and conduct these contracted services. It is the City's discretion to require pre-event staging at a location designated by the City. The City may take such other actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the City.

3.5 GENERAL RESPONSIBILITIES:

3.5.1 Other Agreements:

The City may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. City will provide the Contractor with a copy of any applicable agreements.

3.5.2 The City's Obligations:

The City shall furnish all information and documents necessary for the

commencement of contracted services, including a written Work Authorization.

3.5.3 Contractor's Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and Subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

3.5.4 Supervision by Contractor:

The Contractor will supervise and/or direct all contracted services performed by its employees, agents and Subcontractors. The Contractor is solely responsible for all means, methods, techniques, safety and other procedures. The Contractor will employ and maintain a qualified Contractor's Representative as project manager at the worksite(s) who shall have full authority to act on behalf of the Contractor. All communications given to the Contractor's Representative by the City shall be as binding as if given to the Contractor.

3.5.5 Self-sufficiency of Contractor and Subcontractors:

The Contractor shall ensure that its work force, including Subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

3.5.6 Damages by Contractor:

The Contractor shall conduct all operations in a manner that minimizes damage to public and private property and infrastructure. The Contractor shall promptly notify the City in writing of any damage caused by the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors and shall take reasonable measures to prevent further damage. At the City's election, the Contractor shall either repair the damage to the City's reasonable satisfaction or reimburse the City for the reasonable documented cost of repair. Nothing in this section limits any other remedy available to the City under the Contract or at law.

3.5.7 Contractor's Duty Regarding Other Contractor(s):

The Contractor acknowledges the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

3.5.8 Contractor's Ownership of Debris:

All debris collected or handled under this Contract shall remain subject to the City's control and applicable law. Contractor shall have no ownership or salvage rights in debris, white goods, recyclable materials, or recovered materials unless expressly authorized in writing by the City in a Task Order. Any proceeds from recycling, salvage, rebates, or similar recovery attributable to material collected under this Contract shall belong to the City unless the City expressly agrees otherwise in writing.

3.5.9 Contractor's Disposal of Debris:

Unless otherwise directed by the City, the Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City. The locations of the TOMS shall be approved by the City. Final disposal sites shall be provided to the City in writing. Copies of receipts and disposal tickets shall be provided to the City when complete. Separate unit prices for delivery and disposal of debris to TOMS and final disposal may be allowed by the City. Upon request from the Contractor, other sites may be utilized as directed and/or approved by the City. All disposal sites must be permitted and/or otherwise authorized by the appropriate regulatory agency.

3.5.10 Multiple, Scheduled Passes:

The Contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The Contractor will document the completion of all passes based on the direction from the City and will provide this documentation to the City on the frequency requested by the City.

3.5.11 Clean as you go Policy:

The Contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations. The Contractor should attempt to rake or

sweep debris piles to try to minimize the amount washing into storm drains.

3.5.12 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/ all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the Contractor will ensure that a Right-of-Entry agreement has been obtained prior to property entry.

3.5.13 Security of Debris during Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FOOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

3.5.14 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

3.5.15 Workdays/Hours:

Workdays and/or work hours shall be as directed by the City following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of the City.

3.5.16 Hazardous and Industrial Wastes:

Upon the authorization of the City, the Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the Contractor will prepare a Hazardous

and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, State and Federal requirements and will be approved by the City. In accord with this plan, the Contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the City.

3.5.17 Utilizing Local Resources:

Contractor is encouraged to coordinate with local resources when practicable and consistent with applicable law and contract requirements; however, no local or geographic preference shall be used in evaluation, award, or performance except as expressly permitted by applicable law.

3.5.18 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

3.5.19 Inspection of Contractor Operations:

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with the Contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

3.5.20 Corrective Actions Required of Contractor:

When instructed by the City's Representative, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of the Contract, as determined by the City in its sole discretion, and notify the City within 24 hours.

3.5.21 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or Federal reimbursement.

3.5.22 Eligibility Inspections:

A representative for the City shall inspect each load or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

3.5.23 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the Contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

3.5.24 Other Agencies:

The term "government" as used in the Contract refers to those governmental agencies which may have a regulatory or funding interest in the Contract.

3.6 REPORTS, CERTIFICATIONS AND DOCUMENTS

3.6.1 Reports:

The Contractor shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

- **Daily Report:** Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations within 24 hours.
- **Weekly Summaries:** A summary of all information contained in the daily reports as described above, within two days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include: Collection Contractor or sub-Contractor, load ticket number, load date, load location, truck yardage, percent full,

calculated yardage (or weight if applicable) field monitor name / number, TOMS location, tower monitor/ name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

3.6.2 Report Delivery:

The scheduling point of delivery and receiving personnel for the debris operations report will be directed by the City, in consultation with the Contractor.

3.6.3 Data Reconciliation:

Reconciliation of data will be accomplished weekly between the Contractor and the City's Representative. All discrepancies will be resolved within 5 days.

3.6.4 Online Data Storage/Access:

Throughout operations, Contractor shall maintain an updated secure electronic database accessible to the City containing, at a minimum, equipment certifications, load tickets, disposal and tipping tickets, invoices, and other documentation required by the City. The database and all supporting records shall remain available for at least five (5) years after final payment and project closeout, or longer if required by law, audit, litigation, public-records retention schedules, or the funding source.

3.6.5 Final Project Closeout:

Upon final inspection and/or closeout of the project by the City, Contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Contractor, plus the total cost of the project invoiced to the City. The Contractor shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all Subcontractors to the Contractor have been fully paid. The Contractor will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government. Final project reconciliation must be approved by the City.

3.6.6 Certifications:

The Contractor will adhere to the process for certification of personnel and vehicles established by the Federal Emergency Management Agency, to include the following:

Certifications of Vehicle Load Capacity:

- Contractor shall ensure that all equipment is certified in accordance with most current federal procedures.
- After a disaster, the City, or its designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the City.
- All Contractor and Subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.
- Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, which shall be affixed on opposite sides of the truck body. The placards will be at least 42" x 24" with 6" lettering. The truck driver will be provided up to two (2) copies of a vehicle certification sheet by the Contractor and also provide copies for Subcontractor's records.
- Contractor may be required to provide a scale capable of weighing large trucks and equipment.

3.6.7 Certification of Personnel:

The Contractor will certify to the City that all Contractor and Subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the City, the Contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all Contractor and Subcontractor personnel, to include but not be limited to the following:

- Senior management personnel of the Contractor assigned to implement work authorizations pursuant to the Contract will participate, upon request, in training and briefing sessions held by representatives of Monroe County and/or the City.
- Senior, supervisory personnel of the Contractor and all

Subcontractors thereto will have received training in debris management, the operational concepts established by the Monroe County Countywide Debris Management Plan, and the implementation of the National Incident Management System.

- Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the City.
- Vehicle and equipment operators will be fully licensed and certified and insured, as required by applicable local, State and Federal statutes and regulations.
- Upon their deployment for field operations. all Contractor and Subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

3.6.8 Utilization of a Standardized "load ticket":

The Contractor and all Subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the TOMS and/or final disposal location. The "load ticket" utilized will be identical to the sample provided by the Contractor in Attachment P, unless improved and approved by the City.

3.6.9 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

3.6.10 Report Maintenance:

Contractor shall maintain all reports, records, tickets, correspondence, and supporting documentation relating to this Contract for the period stated above and shall make them available for inspection, audit, and copying as required by the Contract and applicable law.

3.7 DESCRIPTIONS

3.7.1 Description of Unit Price Proposal items:

Table A- Unit Prices for Time and Materials: The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the TDMS, and final disposal for a fixed unit price as a cost per cubic yard, as well as time and material for all related equipment regardless of debris type. As necessary, Contractor may be paid based on the hourly use of equipment.

Table B- The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the TDMS, and final disposal for a fixed unit price as a cost per cubic yard, for the debris types noted below, but excluding debris designated as hazardous wastes. This cost is inclusive of all related expenses including but not limited to, contract administration, technical assistance to the jurisdiction, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the Contract.

- Leaners, hangers, and stumps (\$\$/cubic yard)
- Vegetative debris (\$\$/cubic yard)
- Construction & Demolition (\$\$/cubic yard)
- All-inclusive debris to include all of the above (\$\$/cubic yard)

3.7.2 Cleaning and Restoration of Beaches:

The Contractor will remove and dispose of debris accumulated on the beaches located within the City by written request, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in adjacent areas up to 2,000 feet from the original land edge of the beach. Locations will be designated by the City's authorized representative. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.3 Debris Removal and Restoration of Canals:

The Contractor will remove debris resulting from the event that impedes the drainage and navigation of canals and adjacent banks, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals but excludes removal of damaged and/or abandoned boats. The Contractor will

also haul, process and dispose of the collected debris.

- The Contractor will restore, re-grade, and/or reseed the canal banks and slopes, as directed by the City. The Contractor will be reimbursed at a fixed rate for this service as established in Attachment A.

3.7.4 Motor Vehicles:

The Contractor will remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The City will identify the area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Contractor in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Contractor will also ensure the proper final disposal of the removed vehicle. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A., inclusive of all towing, processing and disposal costs.

3.7.5 Boats:

Boats severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the City will be collected by the Contractor, processed for removal and disposal of hazardous materials in accord with applicable regulations, demolished and transported to a suitable location for final disposal. The City will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel. The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.6 Hazardous Waste and Contaminated Debris Management:

The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and Federal regulations. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.7 Fire Suppression Support:

Under direction of the City Fire Chief or City Fire Marshal, in the event of water system failure in the City, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the City. The City will direct the Contractor regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.8 Emergency Potable Water:

The Contractor will provide the City with whole pallets of individually bottled water drinking water. The City will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.9 Emergency Delivery of Ice:

As directed by the City the Contractor will provide the City with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The City will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.10 Temporary Facilities, Base Camps, and Essential Support Services (Comfort Stations):

As directed by the City, the Contractor shall furnish, install, operate, and maintain comprehensive “comfort stations” and/or full-service temporary base camp facilities to support disaster response and recovery operations. These facilities shall be scalable, rapidly deployable, and capable of sustaining affected populations and emergency personnel in impacted areas.

Services shall include, but are not limited to, the provision of modular and turnkey infrastructure such as climate-controlled tents or structures, portable restroom and handwashing facilities, shower units, dining and food service areas, sleeping quarters (as applicable), and operational support spaces. The Contractor shall also provide all

required personnel, supervision, equipment, utilities, fuel, sanitation services, and supplies necessary to ensure continuous, safe, and efficient operations.

The Contractor shall be capable of delivering full-service feeding operations, utilizing mobile kitchens or temporary food service facilities designed for high-volume catering and extended deployment conditions.

All facilities shall comply with applicable federal, state, and local regulations, including the Americans with Disabilities Act (ADA), and shall be designed to operate in austere and post-disaster environments with self-sustaining capabilities (e.g., power generation, water supply, and waste management).

The Contractor shall ensure that all services are delivered in a turnkey manner, including logistics, setup, maintenance, and demobilization, with the ability to rapidly mobilize and scale operations based on incident size and duration.

3.7.11 Temporary Satellite Communications:

As directed by the City the Contractor will provide satellite communications units capable of voice, text messaging, data transfer and Internet access for use by City personnel in the event of failure of other communications systems. The units will be rented / leased to the City and will be fully equipped, including AC/DC adapters (including automotive battery chargers), instructions and carrying cases. The units will be fully operational upon delivery to the City, without further action by the City. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.12 Emergency Power Generation:

As directed by the City the Contractor will provide mobile electric power generation units for facilities and locations located within the City. The City will define the size and fuel type of the mobile units, which will be leased to the City. The City may require generators ranging in from 25 kw through 500 kw, and the Contractor will deliver the units to the facilities or locations designated by the City and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The Contractor will also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The Contractor will also provide fuel for the duration of the units use by the City, and will have readily available technical support and repair or replacement services. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.13 Pumping and Water Relocation/Removal for Flood Control:

As directed by the City the Contractor will provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the City. Water removal may be both by pumping to adjacent storm sewers, if functional, to nearby stream or drainage canals, or into tanker trucks. The Contractor must comply with any applicable environmental requirements concerning discharge of the water once pumped. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.14 Sewer, Culvert and Catch Basin Cleaning:

As directed by the City the Contractor will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, catch basins and draining canals. The City will designate the storm water systems to be cleaned. This service will be provided on a linear foot and per structure basis.

The disposal fee shall also be provided by the ton and Contractor should identify potential locations for disposal, either a landfill or waste-to-energy facility.

3.7.15 Decontamination of Buildings and Facilities:

As directed by the City the Contractor will provide for chemical and/or biological decontamination of buildings, facilities or other structures as directed by the City. The Contractor is responsible for providing experienced, trained and equipped personnel, for all equipment and supplies, and for final disposal of all contaminated materials removed from the structure. All operations by the Contractor must be in full compliance with all health and safety standards, as well as environmental protection requirements applicable to the decontamination and disposal process. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.16 Mold Remediation:

As directed by the City the Contractor will provide all personnel, equipment, supplies and services necessary for the planning of mold remediation services, removal and disposal of mold contaminated materials, and other mold remediation measures necessary for affected public buildings belonging to the City. The Contractor will comply with all Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The City will designate which buildings or other structures are to be remediated, will approve the Contractor's mold remediation plan, and will designate the disposal facility to be

utilized for mold-contaminated materials removed by the Contractor. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.17 Reimbursement:

The Contractor will ensure that all reimbursement requests are compliant with current agency-specific policies and procedures.

3.7.18 City Supervision of Applicant:

Each section/subsection will be supervised by the appropriate City Department, providing for recovery and restoration of normal services.

3.8 PROPOSAL SUBMITTAL INSTRUCTIONS

Response Content

The City requires Contractor's to submit a concise narrative clearly addressing all the requirements outlined in this RFP.

3.9 ASSIGNMENT

The awarded Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any of its rights, title, or interest, nor delegate its authority to execute the contract to any person, company, or corporation without the prior written consent of the City. The City Commission reserves the right to withhold such consent at its sole discretion, for any reason.

END OF SECTION 3

SECTION 4
AFFIDAVITS, CERTIFICATIONS, AND ATTACHMENTS

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

PROPOSALDERS SHALL SUBMIT THE SUBSEQUENT FORMS.

LIST OF ATTACHED FORMS:

- **ATTACHMENT A** - ANTI-KICKBACK AFFIDAVIT
- **ATTACHMENT B** - SWORN STATEMENT UNDER SECTION 287.133(3)(A)
- **FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**
- **ATTACHMENT C** - CITY OF KEY WEST INDEMNIFICATION FORM
- **ATTACHMENT D** - EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT
- **ATTACHMENT E** - CONE OF SILENCE AFFIDAVIT
- **ATTACHMENT F** - NON-COLLUSION AFFIDAVIT
- **ATTACHMENT G** - THE CITY OF KEY WEST E-VERIFY AFFIDAVIT
- **ATTACHMENT H** - AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
- **FOR LABOR OR SERVICES**
- **ATTACHMENT I** - VENDOR CERTIFICATION REGARDING
- **SCRUTINIZED COMPANIES LISTS**
- **ATTACHMENT J** - CONFLICT OF INTREST STATEMENT
- **ATTACHMENT K** - ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS
- **ATTACHMENT L** – COPY OF STATE OF FLORIDA CORPORATE FILINGS; ARTICLES OF INCORPORATION AS REQUIRED; THE SECRETARY OF STATE, FLORIDA CITY OF KEY WEST BUSINESS TAX RECEIPT
- **ATTACHMENT M** – COPY OF DRAFT CONTRACT DOCUMENTS
- **ATTACHMENT N** – ACKNOWLEDGEMENT OF CONFORMANCE WITH FEMA/NIMS STANDARDS
- **ATTACHMENT O** – UNIT PROPOSAL FORM
- **ATTACHMENT P** – SAMPLE LOAD TICKET
- **ATTACHMENT Q** – LIST OF CONTRACTOR’S EQUIPMENT AND FACILITIES (INCLUDING LOCATION)
- **ATTACHMENT R** – CONTRACTOR’S QUALIFICATIONS STATEMENT
- **ATTACHMENT S** – TRENCH SAFETY ACT FORM
- **ATTACHMENT T** – ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A STANDARDS
- **ATTACHMENT U** – COPY OF LICENSES FOR PERSONNEL CERTIFIED TO PERFORM ADVANCED MAINTENANCE OF TRAFFIC OPERATIONS OR STATEMENT THAT A LICENSED INDIVIDUAL SHALL BE EMPLOYED BY CONTRACTOR IF CONTRACTOR IS AWARDED CONTRACT.
- **ATTACHMENT V** – CONTRACTOR’S GENERAL OPERATIONS PLAN FOR DEBRIS MANAGEMENT/DISASTER RESPONSE SERVICE OPERATIONS.
- **ATTACHMENT W** – VERIFICATION LETTER THAT CONTRACTOR IS FAMILIAR WITH CITY’S TEMPORARY

DEBRIS MANAGEMENT SITES. LIST
OF APPROVED SITES PROVIDED BY
CITY

- **ATTACHMENT X** – DISASTER
RESPONSE SERVICES PROVIDER
DRAFT CONTRACT DOCUMENTS

- **ATTACHMENT Y** – LETTER
REGARDING EXPERIENCE
- **ATTACHMENT Z** – CONTRACTOR'S
MOST CURRENT FINANCIAL
STATEMENT

ATTACHMENT A - ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Proposal 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 B - SWORN STATEMENT UNDER SECTION
287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES***

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

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

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

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

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

and my relationship to the entity named above is _____
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Proposal or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined

that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

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

My commission expires:

NOTARY PUBLIC

ATTACHMENT C - 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 Proposal documents, if any.

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

CONTRACTOR: _____ SEAL: _____

Address

Signature

Print Name

Title

DATE: _____

***ATTACHMENT D - EQUAL BENEFITS FOR DOMESTIC PARTNERS
AFFIDAVIT***

STATE OF _____)

: SS

COUNTY OF _____)

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

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

By:_____

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

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:_____

ATTACHMENT E - CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

ATTACHMENT F - NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

:

SS COUNTY OF MONROE)

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 _____, 20__.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

ATTACHMENT G - THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all Contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

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

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

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

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

Date

(Signature of Authorized Representative)

State of _____

County of _____

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

Signature, Notary Public
Stamp/Seal:

Commission Expires

**ATTACHMENT H - AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES**

Entity/Vendor Name: _____

Vendor FEIN: _____

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

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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

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

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

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

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

Authorized Signature: _____

Print Name: _____

Title: _____

**ATTACHMENT I - 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 proposing 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 Proposing 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 J - CONFLICT OF INTREST STATEMENT

Respondent shall disclose any actual or potential conflict of interest known to Respondent under Chapter 112, Part III, Florida Statutes, and any material relationship between Respondent and any current City officer, employee, elected official, appointed official, or evaluation committee member that could reasonably be perceived as affecting impartiality. If none, state "None."

Disclosure:

The undersigned certifies under penalty of perjury that the foregoing disclosure is true, complete, and current as of the date signed and that Respondent will supplement this disclosure promptly if circumstances change.

Respondent: _____

By: _____

Printed Name / Title: _____

Date: _____

**ATTACHMENT K - ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A.
STANDARDS**

TO: City of Key West

Contractor's Name: _____, Hereby acknowledges and agrees that they have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the City, its officers, employees, and Contractors against any and all legal liability or loss the City, its officers, Agents, employees, and Contractors may incur due to failure to comply with such act.

ATTEST

ATTEST

Contractor's Name

By: _____

Title: _____

Date: _____

**ATTACHMENT L –
COPY OF STATE OF FLORIDA CORPORATE FILINGS;
OR
ARTICLES OF INCORPORATION
AS REQUIRED;
THE SECRETARY OF STATE, FLORIDA
CITY OF KEY WEST BUSINESS TAX RECEIPT**

ATTACHMENT M – COPY OF DRAFT CONTRACT DOCUMENTS

**ATTACHMENT N – ACKNOWLEDGEMENT OF CONFORMANCE WITH
FEMA/NIMS STANDARDS**

TO: City of Key West

Contractor's Name: _____, Hereby acknowledges and agrees that We/I have the sole responsibility for compliance with all requirements of the Federal Emergency Management Agency and the National Incident Management System and all State regulations, and agree to indemnify and hold harmless the City, its officers, agents, employees, and Contractors against any and all legal liability or loss the City, its officers, agents, employees, and Contractors may incur due to the failure to comply with such Act.

ATTEST

ATTEST

Contractor's Name

By: _____

Title: _____

Date: _____

ATTACHMENT O – UNIT 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 traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the Contract.

From (Company Name):_____

Address (Principal Address):_____

Phone:_____

Email:_____

Contractor to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for: Disaster Response Services, Provider RFP No.26-008, located at various locations within the City of Key West, Florida.

**To: City of Key West
ATTN: City Clerk
1300 White Street
Key West, FL 33040**

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

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

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

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

Addendum No: Addendum Date:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. Contractor has visited 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. Contractor 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.
- D. Contractor has correlated the information known to Contractor, including location of City in relation to any proposed final disposal sites, information and observations for City's Debris Separation/Reduction and Temporary Debris Management Sites obtained from visits to the Site, any reports and drawings identified in the RFP Documents, and all additional examinations, investigations, and data provided with the RFP Documents.
- E. Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the RFP Documents, and the written resolution thereof by the City is acceptable to Contractor.
- F. The RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this RFP is submitted.

4.0 Contractor 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; Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false proposal; Contractor has not solicited or induced any individual or entity to refrain from proposing; and Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor or over City.

5.0 Contractor 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 Contractor acknowledges that all unit costs include any necessary insurance and bonds.

7.0 The Contractor accepts all liability for improper disposal of solid waste, including debris, construction and demolition debris, hazardous waste, chipping or mulching, infectious waste, white goods disposal, and recycling.

TABLE A – TIME AND MATERIALS

Heavy Equipment	Size or Type	U/M	Unit Price
Skid Steer Loader	Bobcat	Hour	
Backhoe	Cat 416	Hour	
Wheel Loaders	Cat950	Hour	
Wheel Loaders	Cat 966	Hour	
Wheel Loaders	Cat 980	Hour	
Tracked Loaders	Cat 955	Hour	
Towed Loader w/ Tractor	Prentice 210	Hour	
Self-Loading Knuckle boom Truck	25-35 CY Body	Hour	
Self-Loading Knuckle boom Truck	35-45 CY Body	Hour	
Dozer	Cat D4	Hour	
Dozer	Cat D5	Hour	
Dozer	Cat D6	Hour	
Dozer	Cat D7	Hour	
Dozer	Cat D8	Hour	
Excavators	Cat 320	Hour	
Excavators	Cat 325	Hour	
Excavators	Cat330	Hour	
Tractor w/ Box Blade	80 Hp	Hour	
Motor Grader	Cat 120G	Hour	
Crane	30 Ton	Hour	
Bucket Truck	Up to 50' reach	Hour	
Bucket Truck	50' to 75' reach	Hour	
Trash Transfer Trailer w/ Tractor	110 yard	Hour	
Street Sweeper	Vacuum Type	Hour	
Water Truck	2000 gallon	Hour	
Stump Grinder	Vermeer 252	Hour	
Chipper w/ 2 man crew	Morbark Storm	Hour	
12-Foot Tub Grinder	Morbark 1200	Hour	
13-Foot Tub Grinder	Morbark 1300	Hour	
Equipment Transport w/ Tractor	50 Ton	Hour	
Personnel	Size or Type	U/M	Unit Price

Superintendent w/ Pickup Truck	Individual	Hour	
Supervisor w/ Pickup Truck	Individual	Hour	
Safety or QC Manager w/ Pickup Truck	Individual	Hour	
Mechanic w/ Truck and Tools	Individual	Hour	
Climber w/ Gear	Individual	Hour	
Operator w/ Chainsaw	Individual	Hour	
Laborer w/ Tools	Individual	Hour	
Traffic Control Personnel	Individual	Hour	
Ticket Writers	Individual	Hour	
Clerical	Individual	Hour	
Administrative Assistants	Individual	Hour	

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TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES

The Contractor will provide all services and expenses necessary for debris pickup and hauling, processing of debris at the TOMS, and final disposal for a fixed unit price as identified below. This cost is inclusive of all related expenses including contract administration, technical assistance to the City, personnel training and certification, TOMS management, services for security, safety and traffic management, and associated actions necessary for implementation of disaster response services and operations by the Contractor as defined in the Contract.

Hauling for final disposal shall be unit price for the total cost of moving the debris from the TOMS to the final disposal site. The closest landfill that normally accepts C&D and Mixed materials is in Miami Dade County approximately 130 miles North of Key West, Florida.

Contractors should assume a 200-mile haul in their unit price proposal. All Key West City, and FDEP approved TOMS sites are within 10 miles of any location inside of Key West.

Disposal cost (tipping fees) will be the responsibility of the Contractor. The Contractor will pass through the Disposal Cost to the City with no mark up or charge for services. Contractor may be required to set up temporary certified scales to weigh outbound waste. Weight tickets must be reconciled to disposal weight tickets.

TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES PROVIDED ON THE NEXT PAGE

TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES PRICE FORM

DESCRIPTION OF SERVICES	U/M	Unit Price \$
Collection and Processing		
Vegetative Debris (Includes Seaweed) Collection	Per Cubic Yard	
Construction and Demolition Debris Collection	Per Cubic Yard	
White Goods Collection	Each	
Mixed Debris Collection	Per Cubic Yard	
TDMS Management, Processing and Loading	Per Cubic Yard	
Sand Screening and Placement	Per Cubic Yard	
CFC Removal from Compressors	Each	
Hazardous Waste Collection and Disposal	55 Gallon Drum	
Hauling for Final Disposal		
Hauling from TOMS to Final Disposal Site <200 Miles	Per Cubic Yard	
Dead Animal Carcass Hauling and Disposal	Per Pound	
Tree Debris Removal		
Hangers Removal	Per Tree	
Hazardous Tree Removal (Leaners)	Per Tree	
<12" to 24"	Per Tree	
>25" to 48"	Per Tree	
>49" to 72"	Per Tree	
> 72"	Per Tree	
Hazardous Stump Removal (Ground Not Less Than 8" Below Grade)		
<6" to 12"	Per Stump	
>13" to 24"	Per Stump	
>25" to 48"	Per Stump	
>49" to 72"	Per Stump	

> 72"	Per Stump	
Stump Backfill	Per Hole	
Miscellaneous Services		
Demolition of Structures Wood Structures	Per Square Foot	
Demolition of Concrete Structures	Per Square Foot	
Video Record of pre-and post-TOMS site	Each	
Phase I Environmental Audit	Each	
TOMS Site Restoration Grading	Per Square Yard	
Topsoil TOMS Site Restoration	Per Cubic Yard	
Sod TOMS Site Restoration	Per Square Yard	
Debris Removal from Canals and Waterways	Per Cube Yard	
- Restoration of Canal Banks and Slopes	Per Liner Foot	
Sod Restoration of Canal banks and Slopes	Per Square Yard	
Fire Suppression Support	Each Unit	
Motor Vehicles Removal Towing right of way) including to TOMS	(from	Each
Motor Vehicles Removal (from canal) Including Towing to TOMS	Each	
Boat Removal (from right-of- way) Including Towing to TOMS	Linear Foot	
Emergency Potable Bottled Water (Pallet of .5 Litter 24/Cases)	Cost Per Case	
Emergency Delivery of Ice (Full Truck Load 10 lbs BaQs)	Cost Per Truck Load	
Mobile Kitchen Facility to provide 10-100 meals per day	Each Unit	
Mobile Kitchen Facility to provide 101-200 meals per day	Each Unit	
Mobile Kitchen Facility to provide 201-300 meals per day	Each Unit	

Mobile Kitchen Facility to provide 301-400 meals per day	Each Unit	
Mobile Laundry Facility	Each Unit	
Mobile Restroom/Shower Facility	Each Unit	
Mobile Fueling Facility	Each Unit	
Mobile Satellite Communications Facility	Each Unit	
Mobile Automated Ticket Issue and Tracking System (Hail Pass or Equivalent)	Each Unit	
Emergency Portable Power Generators		
>25KW	Each Unit	
>50 KW	Each Unit	
>100KW	Each Unit	
>250KW	Each Unit	
>500KW	Each Unit	
Portable Dewater Pump 6"	Each Unit	
Manhole and Catch Basin Cleaning	Each Catch Basin	
Storm Drain Piping Cleaning	Per Linear Foot	

Name of Contractor

Signature of Contractor

Title

8.0 Contractors Information:

The Contractor states that they are an experienced Contractor and has completed similar work/projects within the last five years. This information has been provided on the Contractors Qualification Statement.

9.0 Contractor accepts the provisions of the Sample Contract provided herein.

State Contractor License No._____. (If applicable)

License Type:_____

An Individual:

Name (Typed or Printed): _____

By: _____(SEAL)
(Individual's Signature)

Doing Business As: _____

Business Address: _____

Phone number: _____

A Partnership:

Partnership Name (Typed or Printed): _____(SEAL)

By: _____
(Signature of general partner- attach evidence of signature authority to sign)

Name (Typed or Printed): _____

Business Address: _____

Phone Number: _____

A Corporation:

Corporation Name: _____(SEAL)

State of Incorporation: _____

Type: (General Business, Professional, Services, Limited Liability): _____

By: _____
(Signature - attach evidence of signature authority to sign)

Name (Typed or Printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone Number: _____

ATTACHMENT P – SAMPLE LOAD TICKET

CONTRACTOR TO PROVIDE SAMPLE

**ATTACHMENT Q – LIST OF CONTRACTOR'S EQUIPMENT AND FACILITIES
(INCLUDING LOCATION) (List may also be attached)**

[illegible]

ATTACHMENT R – CONTRACTOR’S QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and answers contained herein.

1. Please describe your company in detail:

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

3. Company telephone number, FAX number, and Email addresses:

4. Number of employees:

5. Number of employees or Subcontractors to be assigned to this project (per event) and what capacity:

6. Company Identification numbers for the Internal Revenue Services:

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

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

9. What is the last project of this nature or magnitude that you have completed? Please provide project description, references, and cost of work completed:

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

11. Please provide name, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have previously performed work. List of all disaster response contracts performed in the last five (5) years, including customer name, total contract value and weight (yards) removed. Use a separate tab is necessary:

11.1:

Name: _____

Address: _____

Telephone Number: _____

11.2:

Name: _____

Address: _____

Telephone Number: _____

11.3:

Name: _____

Address: _____

Telephone Number: _____

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

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

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

14. Provide a list of all Subcontractor(s), the work to be performed and also a list of major materials suppliers for this project: *The forgoing list of Subcontractor(s) may not be amended*

after award of the contract without the prior written approval of the City Manager.

15. What equipment do you own that is available for work, provided list in ATTACHMENT C.

16. What equipment will you purchase for the project/work?

17. What equipment will you rent for the proposed work?

18. State the name of your proposed Project Manager and give details of their qualifications and experience in managing similar work? (Separate sheet can be attached, if needed).

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

19.1 The correct name of the Contractor is:

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

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

***SIGNATURE REQUIRED BELOW**

SUBMITTED BY:

Contractor/Company Name: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, **20**, by _____, who is personally known to me or who has produced _____ as identification and who ☐ did / ☐ did not take an oath.

WITNESS my hand and official seal this _____ day of _____, **20**.

Notary Public, State of Florida

Signature of Notary: _____

Printed Name of Notary: _____

My Commission Expires: _____

(NOTARY SEAL)

ATTACHMENT S – TRENCH SAFETY ACT FORM

This form must be completed and signed by the Contractor. Failure to complete this form may result in the proposal being declared non-responsive.

Contractor acknowledges that the Florida Trench Safety Act, Section 553.60 et. Seq., which became effective October 1, 1990, shall be in effect during the period following execution of the Contract Documents. The Contractor by signing and submitting the proposal is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Contractor herein acknowledges that the cost for compliance to the Florida Trench Safety Act is included in the applicable items of this Proposal.

The Contractor is, and the City is not, responsible to review or assess Contractor 's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. Seq. cited the Trench Safety Act". Contractor is, and the City are not, responsible to determine, if any safety or safety-related standards apply to the project, including but not limited to, the 'Trench Safety Act'.

Witness Name

Signature

Witness Name

Contractor Name

–

Title

–

Date

**ATTACHMENT T – ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A
STANDARDS**

TO: CITY OF KEY WEST

Contractor's Name: _____, hereby acknowledge and agree that I/We have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health 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 act.

ATTEST

Contractor Name

Attest

By:

–

Title

–

Date

**ATTACHMENT U – COPY OF LICENSES FOR PERSONNEL CERTIFIED TO
PERFORM ADVANCED MAINTENANCE OF TRAFFIC OPERATIONS OR
STATEMENT THAT A LICENSED INDIVIDUAL SHALL BE EMPLOYED BY
CONTRACTOR IF CONTRACTOR IS AWARDED CONTRACT.**

**EMPLOYEES MUST BE CERTIFIED UNDER PART IV OF THE M.U.T.C.D., TORT
LAW, And THE FL. R.T.D.S. 600 SERIES INDEX.**

ATTACHMENT V – CONTRACTOR'S GENERAL OPERATIONS PLAN FOR DEBRIS MANAGEMENT/DISASTER RESPONSE SERVICE OPERATIONS.

A detailed description of how the Contractor would respond to a Hurricane or other event. In the Plan, assume that Key West has been hit with a Category 2 Hurricane that generated the amount of debris described below. Contractor's Operations Plan should be very detailed describing meetings, timeline, equipment to be mobilized, manpower needed, collections and TMDS operations, demobilization, and site remediation if needed and close out. Contractor should include a detailed Safety Plan. Documentation of training for each crew member must be submitted with the Proposal and updated annually.

Vegetative Debris	146,000	Cubic Yards
Construction and Demolition Debris	48,000	Cubic Yards
Mixed Debris	6,000	Cubic Yards
White Goods	1,000	Units
Household Hazardous Waste	1,000	Pounds
Total Yards:	200,000	

This scenario is based on the assumption that many segments of the City are without electricity and water, and that the City government has an approximate emergency workforce of 150. Therefore, please include all equipment or services that might be necessary along with the Contractor's proposed costs for each.

**ATTACHMENT W – VERIFICATION LETTER THAT CONTRACTOR IS FAMILIAR
WITH CITY'S TEMPORARY DEBRIS MANAGEMENT SITES. LIST OF APPROVED
SITES PROVIDED BY CITY**

**SUMMARY OF LOCATIONS FOR TEMPORARY DEBRIS STORAGE AND REDUCTION
SITES**

All Sites are +/- a acre.

Primary Sites (debris storage and reduction):

1. Truman Waterfront Property – Approximately 5 acres
2. 5701 College Road – Approximately 4 acres
3. Rockland Operations LLC. Rockland Key – 10 acres

Secondary Sites (debris storage only):

1. Trumbo Road Property – Approximately 2 acres
2. 918 Fort Street Parking Lot – Approximately .25 acres
3. 631 Green Street Parking Lot – Approximately .50 acres
4. 800 Caroline Street Parking Lot – Approximately 1 acres
5. Fire Station #2 – Approximately .75 acres
6. Indigenous Park – Approximately 1 acre
7. South Roosevelt Boulevard Bridle Path – Approximately 4 acres
8. 1809 Bertha Street – Approximately .50 acres
9. 1903 South Roosevelt Boulevard Parking Lot – Approximately 1 acres
10. Boog Powell Court Parking Lot – Approximately .50 acres
11. Wickers Fields Parking Lot – Approximately 1 acres

NOTE: Additional sites may be added or removed as necessary. The Contractor will receive no additional charges for any site within 15 miles of the City of Key West.

**ATTACHMENT X – DISASTER RESPONSE SERVICES PROVIDER DRAFT
CONTRACT DOCUMENTS**

TERMS AND CONDITIONS WILL BE NEGOTIATED UPON SELECTION

ATTACHMENT Y – LETTER REGARDING EXPERIENCE

Contractor must provide the following documentation:

1. At least five years of experience in conducting disaster recovery logistical support and debris removal operations.
2. Knowledge and experience in FEMA public assistance reimbursement procedures; and
3. Contractor Has provided services similar to those required to at least one jurisdiction with a population of 30,000.

ATTACHMENT Z – CONTRACTOR’S MOST CURRENT FINANCIAL STATEMENT

ATTACHMENT AA – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. 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 section 1352, title 31, United States Code. 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 Respondent, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Official

Name and Title

Date

EXHIBIT "A"

MINIMUM INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- 1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.

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

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

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

the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

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

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$100,000.00 Limit Each Accident
	\$500,000.00 Limit Disease Aggregate
	\$100,000.00 Limit Disease Each

Employee

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

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

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

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

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

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

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

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
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If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Pollution/Environmental Liability Insurance shall be maintained by the Contractor that will respond to the impairment of land, water, or air resulting from activities governed by this Agreement. The minimum acceptable limits of liability shall be \$2,000,000. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

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

EXHIBIT "B"

Federal Emergency Management Agency (FEMA) Requirements

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

Federal Contract Provisions for Non-Federal Entities:

- a) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where 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 Proposal for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- j) **Access to Records -** “The Contractor agrees to provide The City of Key west, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

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

EXHIBIT “C”
FEMA CONTRACT PROVISIONS TEMPLATE

Draft Agreement – Contractors are not required to fill out this agreement until provided a Notice of Award (NOA).

AGREEMENT

between

CITY OF KEY WEST

and

For

SERVICES FOR DISASTER RESPONSE SERVICES

KEY WEST, FLORIDA

This Agreement, is made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose address is 1300 White Street, Key West, Florida 33040, hereinafter referred to as the "City" and _____ authorized to transact business in the State of Florida, whose address is _____, hereinafter referred to as the "Contractor". This agreement shall be effective on the date of execution of the last party to sign the Agreement.

Article 1 – Scope of Services

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver disaster response services as requested by the City including but not limited to the timely removal and lawful disposal of all eligible storm-generated debris. The City engages Consultant to perform those Services described in the City's Request for Proposals #26-008 and Consultant's Response to the said Request for Proposals, a copy of which is attached hereto, incorporated for reference, and more particularly described as Exhibit A.

These contracted services shall include all items listed below and provide for the cost effective and efficient removal and lawful collection and disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with FEMA requirements. Contract services will only be performed when requested and as designated by the City Manager (or his designee) by approved Work Authorization issued in writing. Contractor shall load and haul the debris from within the legal boundaries of the City or city designated Temporary Debris Management Site(s), to a site(s) specified by the City as set out in Section 6.9 below.

The City reserves the right to assign work to various Contractors, at its sole discretion. The City also reserves the right to approve all Subcontractors hired by the Contractor and/or to require the Contractor to dismiss a Subcontractor upon request.

1.1 Emergency Push / Road Clearance:

Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off transportation routes as identified by and directed by the City. The emergency push will normally be completed within the first 70 hours

following the activation of this contract, unless notified otherwise by the City. Time and material rate shall be applicable.

1.2 Debris Removal from Public Right-of-Way (ROW):

As directed by the City, Contractor shall load and haul all eligible debris to an approved and certified Temporary Debris Management Site (TOMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

1.3 Debris Clearance/Removal from Public Property:

As directed by the City, Contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TOMS) or other disposal destination designated by the City. If necessary, the City will confirm the FEMA eligibility of the debris to be removed.

1.4 Demolition of Structures and Construction Debris Removal:

As directed by the City, Contractor shall demolish unsafe structures and remove debris that has been determined by the City to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The City will direct actions to secure the Right of Entry (ROE) onto private property to allow demolition and removal. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

1.5 Private Property Waivers:

The City will direct all actions to secure necessary permissions, waivers and ROE agreements from real property owners and/or Homeowner Associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the disaster event.

1.6 Debris Separation/Reduction and Temporary Debris Management Site (TOMS) Management:

Contractor shall operate and manage the TOMS to accept and process all event debris. All actions will be implemented by the Contractor only with the prior approval of the City. Actions by the Contractor will include, but are not limited to, the following:

1.6.1 Ensure that only debris authorized by the City's Contract Administrator will be allowed into the TOMS sites.

1.6.2 Provide to the City a video record of the pre- and post-use site conditions.

1.6.3 Conduct an onsite Phase 1 Environmental Audit, if required by the City. Contractor shall submit list of engineering firms that shall be engaged by Contractor to perform such Audit.

1.6.4 Prepare a plan of proposed site layout and review with the City prior to its implementation.

1.6.5 Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to its implementation.

1.6.6 Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TOMS.

1.6.7 Build and/or maintain roads as necessary for TOMS operation.

1.6.8 Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three Inspectors; Towers will be positioned at any entrance and any exit of the TOMS.

1.6.9 Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.

1.6.10 Confine hours of operation of the TOMS to those determined by the City.

1.6.11 Stage and process all debris in a manner in accordance with instructions from the City in a manner acceptable to FEMA.

1.6.12 Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.

1.6.13 Prior to reduction and 'to the extent practical, segregates debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste.

1.6.14 Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TOMS.

1.6.15 Provide the City with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the TOMS.

1.6.16 Upon the closure of the TOMS, restore the TOMS to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.

1.6.17 As directed by the City, sod, hydro-s ed or sprig the TOMS property once all other site closure issues have been addressed and cleared by the appropriate environmental agency.

1.6.18 As directed by the City, conduct post use soil and water tests as required by FDEP.

1.6.19 Ensure debris from multiple disaster incidents is stored separately enough to distinguish the related costs per disaster.

1.6.20 TOMS should have a tent, chair, and portable toilet available for staff to use while monitoring and working at the site.

1.7 Designation and Management of Staging Areas:

City shall provide list of staging areas to Contractor. Contractor shall identify appropriate staging areas for approval by City that would accommodate activities such as truck/equipment certification; provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. The City shall apply for and maintain any FDEP permits required for the site(s).

Contractor shall provide temporary housing, sanitary and other appropriate conveniences necessary for the care and wellbeing of all Contractor and sub-Contractor personnel. The city will approve of the location(s), size, layout and services to be provided at any staging area established by the Contractor, who will ensure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods

1.8 Management of Tree Debris:

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The City shall direct the Contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City to be public safety hazards will be removed and disposed of by the Contractor. The Contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris on the cost basis of the cubic yard rate for regular vegetative debris.

1.9 Management of Hazardous Materials:

The Contractor will provide collection, identification, separation, hauling and disposal services for any Hazardous Waste or Household Hazardous Waste generated by the event.

1.10 Management of White Goods:

The Contractor will provide for collection, processing, hauling and disposal services for all White Goods, including Chlorofluorocarbons (CFC) refrigerant containing devices. The Contractor will be responsible for removal all CFC gases from White

Goods prior to processing or shipping of White Goods for final disposal. The Contractor will be responsible for meeting all Federal and State requirements for the proper and safe handling of CFC containing devices. The cost basis will be the unit prices defined on Attachment O.

1.11 Disaster Recovery Technical Assistance:

The Contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the City Representative.

1.12 Post Event Support Equipment:

The Contractor will supply the City with post event support equipment as requested. Equipment may include but not limited to mobile satellite communications gear, mobile high-speed internet access, mobile radio communications gear, mobile cellular gear, mobile fueling gear, mobile kitchens, mobile housing, mobile laundry facilities etc.

1.13 Monitors:

The City will use trained City staff or hire contract employees and train them to perform as monitors. Each Contractor crew will be assigned a monitor at the City's expense.

1.14 Beach Cleaning:

In the event that the City's beaches have been damaged, the Contractor will provide all necessary equipment and manpower to remove debris from the City beaches, screen the beach sand as directed by the City and replace the screened sand on the beach as directed. The Contractor will be responsible for collection, hauling and disposal of any debris generated in the process of beach cleaning. The cost basis will be the unit prices defined in Attachment O.

Article 2 – Compensation

The Contractor will be compensated for work completed by the Contractor in accordance with the Fee Schedule attached hereto and identified as Attachment O. The Contractor will submit proof of work in the form of load tickets, force labor tickets and or hourly time and materials tickets (first seventy-two hours). The Contractor will provide the City with Daily reports including copies of all load and disposal tickets. The Contractor will submit to the City with a weekly summary report and Invoice for services. The Invoice will have all load and disposal ticket numbers referenced for the prior week's work. The Contractor will remit to the City any monies collected from the recycling of White Goods or other metals collected under this contract.

This is an indefinite-quantity, as-needed contract. The City makes no representation or guarantee as to the volume, type, frequency, or dollar amount of work that may be assigned. Work shall be performed only when authorized by a written Task Order, Notice to Proceed, or purchase order issued by the City.

Article 3 – Invoicing and Payment

Contractor shall submit invoices and supporting documentation in accordance with Article 2 and the requirements of the applicable Task Order or purchase order. Unless the City approves another billing cycle in writing, invoices may be submitted weekly. The City shall pay approved invoices in accordance with Chapter 218, Part VII, Florida Statutes, as applicable to the services invoiced. **Article 4 – Performance Standards**

The Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable by the City. Service equipment and workmanship not conforming to the intent of the agreement or meeting the approval of the City may be rejected. Replacements and/or re-work, as required, will be accomplished on a timely basis at no additional cost to the City.

Article 5 – Standards of Performance

5.1 Contractor Representative and General Operations Plan:

The Contractor shall have knowledgeable and responsible representative report to the City and provide a copy of the final Contractor's General Operations Plan within ten (10) days following the execution of the agreement. The City will approve the General Operations Plan prior to its implementation within the City. The Contractor's Representative shall have authority to implement all actions required to begin the performance of the contracted services as set forth in this agreement and further provided within the Contractor's General Operations Plan.

5.2 Mobilization

When a Notice to Proceed (NTP) in advance of an event has been received by the Contractor, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 24 hours and 100% of the required resources within 48 hours to commence and conduct these contracted services. It is the City's discretion to require pre-event staging at a location designated by the City. The City may take such other actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the city.

Article 6 – General Responsibilities

6.1 Other Agreements:

The City may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. The City will provide the Contractor with a copy of any applicable agreement.

6.2 The City Obligation:

The City shall furnish all information and documents necessary for the commencement of contracted services, including a written Mobilization Task Order.

6.3 Contractor's Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor's personnel and Subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all people.

6.4 Supervision by Contractor:

The Contractor will supervise and/or direct all contracted services performed by its employees, agents and Subcontractors. The Contractor is solely responsible for all means, methods, techniques, safety and other procedures. The Contractor will employ and maintain qualified Contractor Representative as a project manager at the work site(s) who shall have full authority to act on behalf of the Contractor. All communications given to the Contractor's Representative by the City shall be as binding as if given to the Contractor.

6.5 Self Sufficiency of Contractor and Subcontractors:

The Contractor shall ensure that its work force, including Subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

6.6 Damages by Contractor:

The Contractor shall be responsible for conducting all operations, whether contemplated by the Contract or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The Contractor shall also be responsible for any damages due to negligence on the part of the Contractor, the City may either bill the Contractor for the damages, withhold funds due to the Contractor, or the Contractor may also repair all damages to the satisfaction of the City. The determination of whether "negligence" has occurred shall be made by the City in its sole discretion.

6.7 Contractor's Duty Regarding Other Contractor(s)

The Contractor acknowledges the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

6.8 Contractor's Ownership of Debris:

All debris collected under this Contract shall be managed in accordance with applicable federal, state, and local requirements. The City shall retain control over the disposition of all debris collected under this Contract, including the designation of disposal and recycling locations.

The Contractor shall have no ownership interest in any debris unless expressly authorized in writing by the City.

To the extent any materials have salvage or recycling value, the Contractor shall document such materials and, as directed by the City, either remit all proceeds to the City or provide a corresponding credit against amounts due under the Contract.

The Contractor shall maintain accurate records of all debris collection, reduction, disposal, and salvage activities and shall provide such documentation to the City upon request.

The Contractor shall not retain or sell any debris or salvaged materials except as expressly authorized by the City in writing.

6.9 Contractor's Disposal of Debris:

Unless otherwise directed by the City, the Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City. The locations of the TOMS shall be approved by the City. Final disposal sites shall be provided to the City in writing. Copies of receipts and disposal tickets shall be provided to the City when complete. Separate unit prices for delivery and disposal of debris to TOMS and final disposal may be allowed by the City. Upon request from the Contractor, other sites may be utilized as directed and/or approved by the City. All disposal sites must be permitted and/or otherwise authorized by the appropriate regulatory agency.

Article 7 – General Terms and Conditions

7.1 Multiple, Scheduled Passes:

The Contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The Contractor will document the completion of all passes based on the direction from the City and will provide this documentation to the City on the frequency requested by the City.

7.2 Clean as you go Policy:

The Contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations. The Contractor should attempt to rake or sweep debris piles to try to minimize the amount washing into storm drains.

7.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any / all applicable federal, state and local rules and regulations. Equipment shall be in good Working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the Contractor will ensure that a Right-of-E try agreement has been obtained prior to property entry.

7.4 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FOOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris-from the roadway(s).

7.5 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

7.6 Workdays/Hours:

Workdays and/or work hours shall be as directed by the City following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of the City.

7.7 Hazardous and Industrial Wastes:

Upon the authorization of the City, the Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the Contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and Federal requirements and will be approved by the City. In accord with this plan, the Contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the City.

7.8 Utilizing Local Resources:

Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within Monroe County.

7.9 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

7.10 Inspection of Contractor Operations:

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with the Contract, applicable federal, state• and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

7.11 Corrective Actions Required of Contractor:

When instructed by the City's Representative, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of the Contract, as determined by the City in its sole discretion, and notify the City within 24 hours.

7.12 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for-state and/or Federal reimbursement.

7.12.1 Eligibility Inspections: A representative for the City shall inspect each load or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

7.12.2 Eligibility Determinations: If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the Contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

7.12.3 Other Agencies: The term "government" as used in the Contract refers to those governmental agencies which may have a regulatory or funding interest in the Contract.

Article 8 – Reports, Certifications and Documentation

8.1 Reports:

The Contractor shall submit periodic, written reports in a format required by the City documenting the progress of Contractor's activities.

8.1.1 Daily Reports: Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of

personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations within 24 hours.

8.1.2 Weekly Summaries: A summary of all information contained in the daily reports as described in Section 6.1.1, within two days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include: Collection Contractor or sub-Contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name / number, TOMS location, tower monitor/name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

8.1.3 Report Delivery: The scheduling point of delivery and receiving personnel for the debris operations report will be directed by the City, in consultation with the Contractor.

8.1.4 Data Reconciliation: Reconciliation of data will be accomplished weekly between the Contractor and the City's Representative. All discrepancies will be resolved within five (5) days.

8.1.5 Online Data Storage/Access: Throughout debris removal operations, Contractor will maintain an ongoing updated online secured Internet database accessible by the City that stores data and true document images, separated by incident, of the following: equipment certifications, load tickets, tipping tickets and invoices. These online databases will remain available for five years following project closeout.

8.1.6 Final Project Closeout: Upon final inspection and/or closeout of the project by the City, Contractor shall prepare and submit a detailed description of all debris management activities in an

electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Contractor, plus the total cost of the project invoiced to the City. The Contractor shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all Subcontractors to the Contractor have been fully paid. The Contractor will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government. Final project reconciliation must be approved by the City.

8.2 Certifications:

The Contractor will adhere to the process for certification of personnel and vehicles established by the Federal Emergency Management Agency, to include the following:

8.2.1 Certification of Vehicles and Load Capacity:

- a. Contractor shall ensure that all equipment is certified in accordance with most current federal procedures.
- b. After a disaster, the City, or its designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the City.
- c. All Contractor and Subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.
- d. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, which shall be affixed on opposite sides of the truck body. The placards will be at least 42" x 24" with 6" lettering. The truck driver will be provided up to two (2) copies of a vehicle certification sheet by the Contractor and also provide copies for Subcontractor's records.

- e. Contractor may be required to provide a scale capable of weighing large trucks and equipment.

8.2.2 Certification of Personnel

The Contractor will certify to the City that all Contractor and Subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the City, the Contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all Contractor and Subcontractor personnel, to include but not be limited to the following:

8.2.2.1 Senior management personnel of the Contractor assigned to implement work authorizations pursuant to the Contract will participate, upon request, in training and briefing sessions held by representatives of Monroe County and/or the City.

8.2.2.2 Senior, supervisory personnel of the Contractor and all Subcontractors thereto will have received training in debris management, the operational concepts established by the Monroe County Countywide Debris Management Plan, and the implementation of the National Incident Management System.

8.2.2.3 Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the City.

8.2.2.4 Vehicle and equipment operators will be fully licensed and certified and insured, as required by applicable local, State and Federal statutes and regulations.

8.2.2.5 Upon their deployment for field operations, all Contractor and Subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

8.3 Utilization of a Standardized "load ticket":

The Contractor and all Subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the TOMS and/or final disposal location. The "load ticket" utilized will be identical to the sample provided by the Contractor in Attachment 8, unless improved and approved by the City.

8.4 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

8.5 Report Maintenance:

The Contractor will be subject to audit by federal, state and local agencies pursuant to the Contract. The Contractor will maintain all reports, records, debris reporting tickets and Contract correspondence for a period of not less than five (5) years in accordance with applicable state statutes.

Article 9 – Descriptions:

9.0 Description of Unit Price Proposal Items:

Table A - Unit Prices for Time and Materials: The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the temporary Debris management Site (TOMS), and final disposal for a fixed unit price as a cost per cubic yard, as well as time and material for all related equipment regardless of debris type. As necessary, Contractor may be paid based on the hourly use of equipment.

Table B - The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the TOMS, and final disposal for a fixed unit price as a cost per cubic yard, for the debris types noted below, but excluding debris designated as hazardous wastes. This cost is inclusive of all related expenses including but not limited to, contract administration, technical assistance to the jurisdiction, personnel training and certification, TOMS management, services for security, safety and traffic management, and associated actions necessary

for implementation of debris management operations by the Contractor as defined in the Contract.

9.1 Cleaning and Restoration of Beaches:

The Contractor will remove and dispose of debris accumulated on the beaches located within the City by written request, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in adjacent areas up to 2,000 feet from the original land edge of the beach. Locations will be designated by the City's authorized representative. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.2 Debris Removal and Restoration of Canals:

The Contractor will remove debris resulting from the event that impedes the drainage and navigation of canals and adjacent banks, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals but excludes removal of damaged and/or abandoned boats. The Contractor will also haul, process and dispose of the collected debris.

9.2.1 The Contractor will restore, re-grade, and/or reseed the canal banks and slopes, as directed by the City. The Contractor will be reimbursed at a fixed rate for this service as established in Attachment O

9.3 Motor Vehicles:

The Contractor will remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The City will identify the area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Contractor in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Contractor will also ensure the proper final disposal of the removed vehicle. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O., inclusive of all towing, processing and disposal costs.

9.4 Boats:

Boats severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the City will be collected by the Contractor, processed for

removal and disposal of hazardous materials in accord with applicable regulations, demolished and transported to a suitable location for final disposal. The City will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel. The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.5 Hazardous Waste and Contaminated Debris Management:

The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and Federal regulations. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.6 Fire Suppression Support:

Under direction of the City Fire Chief or City Fire Marshall, in the event of water system failure in the City, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons, and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the City. The City will direct the Contractor regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.7 Emergency Potable Water:

The Contractor will provide the City with whole pallets of individually bottled water drinking water. The City will instruct the Contractor as to the number of pallets

needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.8 Emergency Delivery of Ice:

The Contractor will provide the City with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The City will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.9 Temporary Bathrooms, Showers, Kitchens and Feeding Stations:

The Contractor will provide the City with "comfort stations, e.g., modular units to provide for the comfort and support of disaster victims within or near impacted neighborhoods. The modular units will include tents, portable toilets, hand basins, shower units, a mobile kitchen, chairs and tables for food service, and all necessary personnel, food, equipment and supplies to operate the units for extended periods. Each comfort station must include equipment compliant with the Americans with Disabilities Act. The unit must be capable of serving three meals per day, one of which must be hot. The City will provide law enforcement and emergency medical services staff to compliment the work force provided by the Contractor. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.10 Temporary Satellite Communications:

The Contractor will provide satellite communications units capable of voice, text messaging, data transfer and Internet access for use by City personnel in the event of failure of other communications systems. The units will be rented / leased to the City and will be fully equipped, including AC/DC adapters (including automotive battery chargers), instructions and carrying cases. The units will be fully operational upon delivery to the City, without further action by the City. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.11 Emergency Power Generation:

The Contractor will provide mobile electric power generation units for facilities and locations located within the City. The City will define the size and fuel type of the mobile units, which will be leased to the City. The City may require generators ranging in from 25 kw through 500 kw, and the Contractor will deliver the units to the facilities or locations designated by the City and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The Contractor will also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The Contractor will also provide fuel for the duration of the units use by the City and will have readily available technical support and repair or replacement services. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.12 Pumping and Water Relocation/Removal for Flood Control:

The Contractor will provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the City. Water removal may be both by pumping to adjacent storm sewers, if functional, to nearby stream or drainage canals, or into tanker trucks. The Contractor must comply with any applicable environmental requirements concerning discharge of the water once pumped. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.13 Sewer, Culvert and Catch Basin Cleaning:

The Contractor will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, catch basins and draining canals. The City will designate the storm water systems to be cleaned. This service will be provided on a linear foot and per structure basis.

9.13.1 The disposal fee shall also be provided by the ton and Contractor should identify potential locations for disposal, either a landfill or waste-to-energy facility.

9.14 Decontamination of Buildings and Facilities:

The Contractor will provide for chemical and/or biological decontamination of buildings, facilities or other structures as directed by the City. The Contractor is responsible for providing experienced, trained and equipped personnel, for all equipment and supplies, and for final disposal of all contaminated materials removed from the structure. All operations by the Contractor must be in full compliance with all health and safety standards, as well as environmental protection requirements applicable to the decontamination and disposal process. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.15 Mold Remediation:

The Contractor will provide all personnel, equipment, supplies and services necessary for the planning of mold remediation services, removal and disposal of mold contaminated materials, and other mold remediation measures necessary for affected public buildings belonging to the City. The Contractor will comply with all Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The City will designate which buildings or other structures are to be remediated, will approve the Contractor's mold remediation plan and will designate the disposal facility to be utilized for mold-contaminated materials removed by the Contractor. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.16 Reimbursement

The Contractor will ensure that all reimbursement requests are compliant with current agency-specific policies and procedures.

9.17 City Supervision of Applicant

Each section/subsection will be supervised by the appropriate City Department, providing for recovery and restoration of normal services.

Article 10 – General Legal Provisions:

10.1 Agreement Period:

The initial contract resulting from this solicitation shall have an initial term of three (3) years beginning on the effective date. The City may, in its sole discretion, renew the contract for one (1) additional term of up to two (2) years, for a maximum total term of five (5) years, upon written notice and approval in accordance with City requirements. Any renewal shall be on the same terms and conditions unless amended in writing by the parties and approved as required by the City.

10.2 Suspension, Delay, or Interruption:

The City may suspend, delay, or interrupt the Contractor's services at its convenience. In the event of such suspension, delay, or interruption, or due to any act or omission of the City or its Subcontractors, the City shall compensate the Contractor for all services performed up to the date of such action.

In the event that project delays occur for any reason, both parties agree to take reasonable measures to mitigate the impacts of such delays.

10.3 Third Party Beneficiaries:

This Agreement gives no rights or benefits to anyone other than the City and Contractor and has no third-party beneficiaries. Contractor's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the services.

10.4 Indemnification:

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 negligence, recklessness, or intentional wrongful misconduct of the Contractor, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claim 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 Proposal 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.

10.5 Insurance/Evidence of Insurability:

1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s)

to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).

- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- 1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the

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

- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 The Contractor shall provide the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
- 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 SPECIFIC INSURANCE COVERAGES AND LIMITS:

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

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

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$100,000.00 Limit Each Accident
	\$500,000.00 Limit Disease Aggregate
	\$100,000.00 Limit Disease Each
Employee	

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

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

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level

of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

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

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

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
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If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Pollution/Environmental Liability Insurance shall be maintained by the Contractor that will respond to the impairment of land, water, or air resulting from activities governed by this Agreement. The minimum acceptable limits of liability shall be \$2,000,000. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

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

10.6 Assignment:

Contractor shall not assign all or any part of this Agreement without the prior consent of the City by Resolution of the Key West City Commission.

10.7 Jurisdiction:

The law of the state of Florida and Monroe County will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

10.8 Severability and Survival:

If any of the provisions contained in this Agreement are held for any reason to be invalid, Illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.9 Dispute Resolution:

The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options. Unless otherwise agreed in writing, the Contractor shall continue the work and maintain the approved schedules during any arbitration proceedings. If the Contractor continues to perform, City shall continue to make payments in accordance with this Agreement.

10.10 E-Verify:

Consultant shall comply with the requirements of section 448.095, Florida Statutes, including registering with and using the E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall require each subcontractor performing work under this Agreement to register with and use the E-Verify system and shall obtain and maintain any subcontractor affidavit required by section 448.095, Florida Statutes, and provide such documentation to the City upon request. A material failure by Consultant or its subcontractors to comply with the requirements of this section shall constitute a material breach of this Agreement and may result in termination as provided by law.

10.11 Public Entity Crimes; Scrutinized Companies:

Contractor certifies that, as of the date of proposal and contract execution, Contractor is not ineligible under section 287.135, Florida Statutes. If this contract is for

goods or services of \$100,000 or more, Contractor certifies it is not on the Scrutinized Companies or Other Entities that Boycott Israel List and is not engaged in a boycott of Israel. If this contract is for goods or services of \$1,000,000 or more, Contractor further certifies it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and is not engaged in business operations in Cuba or Syria. The Agreement may be terminated as required or permitted by section 287.135, Florida Statutes, if these certifications are false or if Contractor becomes ineligible.” B. To the extent this Agreement would grant Contractor access to an individual’s personal identifying information, Contractor shall comply with section 287.138, Florida Statutes, and, as a condition precedent to execution and any renewal or extension if required by law, shall provide the affidavit required by section 287.138(4), Florida Statutes.”

10.12 Public Records Compliance

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk
City of Key West
1300 White Street
Key West, FL 33040
Phone: (305) 809-3835
Email: cityclerk@cityofkeywest-fl.gov

The Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City.

Article 11 – Federal Contract Clauses

11.1 Access to Records:

The Contractor agrees to provide the City, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

11.2 Affirmative Socioeconomic Steps:

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

11.3 Changes:

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

11.4 DHS Seal, Logo, and Flags:

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

11.5 Domestic Preference for Procurements 200.322:

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "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. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11.6 License and Delivery of Works Subject to Copyright and Data Rights:

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

11.7 No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

11.8 Prohibition on Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative

agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit Contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

11.9 Program Fraud and False or Fraudulent Statements or Related Acts:

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

11.10 Rights to Inventions Made Under a Contract or Agreement:

Exempt from FEMA Public Assistance Funding.

11.11 Suspension and Debarment:

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

11.12 Procurement of Recovered Materials (§200.323) (Over \$10,000):

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11.13 Termination for Cause and Convenience (over \$10,000):

See Standard Purchase Order and/or Contract Terms and Conditions

11.14 Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000):

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

Contractors must sign and submit a certification to the City with each Proposal or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

11.15 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000):

Where applicable, all contracts awarded by the solicitor 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).

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition,

such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City or 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.

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

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

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

(1) The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of 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.

(2) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

11.16 Clean Air Act (over \$150,000):

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The Contractor agrees to report each violation to the City and understands and agrees that the City 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. 3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

11.17 Federal Water Pollution Control Act (over \$150,000):

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The Contractor agrees to report each violation to the City and understands and agrees that the City 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. 3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

11.18 Administrative, Contractual, or Legal Remedies (over \$250,000):

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the Contractor, arising out

of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

11.19 CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions,

including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11.20 Davis Bacon Act:

Exempt under FEMA Public Assistance Funding

11.21 Copeland Anti-Kickback Act:

Exempt under FEMA Public Assistance Funding

11.22 Applicable Laws:

The City and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The City shall include this provision in all contracts issued.

11.24 Equal Employment Opportunity:

No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

11.25 Inspector General Cooperation:

The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

11.26 Lobbying:

No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

11.28 Physical Access and Inspection:

Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- (i) The City shall provide access to any location or facility on which City is performing work, or storing or staging equipment, materials or documents.
- (ii) The City shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- (iii) The City shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

11.29 Record Retention:

The Contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the City, the State, or its authorized representatives access to such records for audit purposes upon request.

11.30 Statutory Notices Relating to Unauthorized Employment:

The City shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

11.31 Statutory Notices Relating to Subcontracts:

Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- (i) **Public Entity Crime.** 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, Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, Subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- (ii) **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- (iii) **Notification.** The Grantee shall notify Department if it or any of its suppliers, Subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

11.15 NO FEDERAL OBLIGATION

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities arising from it.

11.16 FLOW-DOWN REQUIREMENT (CRITICAL ADDITION)

The Contractor shall include all applicable FEMA-required provisions in any subcontracts and shall be responsible for compliance by all Subcontractors.

11.17 Task Order FEMA-Compliance

All applicable federal contract provisions required by 2 CFR Part 200, Appendix II, as set forth in Article 11 – Federal Contract Clauses, are hereby incorporated into each City-approved Task Order and shall be deemed fully included in, and binding upon, each such Task Order as if set forth therein in their entirety.

Article 12 – Schedules, and Signatures

This Agreement, including its Schedules, constitutes the entire agreement, supersedes all prior written or oral understanding, and may only be changed by a written amendment executed by both parties

Article 13 - Exhibits

The following Exhibits are attached to and made part of this Contract:

“Exhibit A” – “Proposal as Submitted by the Respondent and Accepted by City; Price Proposal From, Insurance and Indemnification”

“Exhibit B” – “Original Request for Proposal as Issued by City, including all Addenda”

“Exhibit C” – FEMA Contract Provision Template

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

CITY OF KEY WEST, FLORIDA:

KERI O'BRIEN, CITY CLERK

_____ day of _____, 20_____

BRIAN BAROSSO, CITY MANAGER

_____ day of _____, 20_____

WITNESSES:

CONSULTANT

(Signature)

(Signature)

(Signature)

(Printed Name and Title)

_____ day of _____, 20_____

Approved as to Form and Correctness:

CITY ATTORNEY