GENERAL ARCHITECTURAL SERVICES

CITY OF KEY WEST RFQ # 22-010

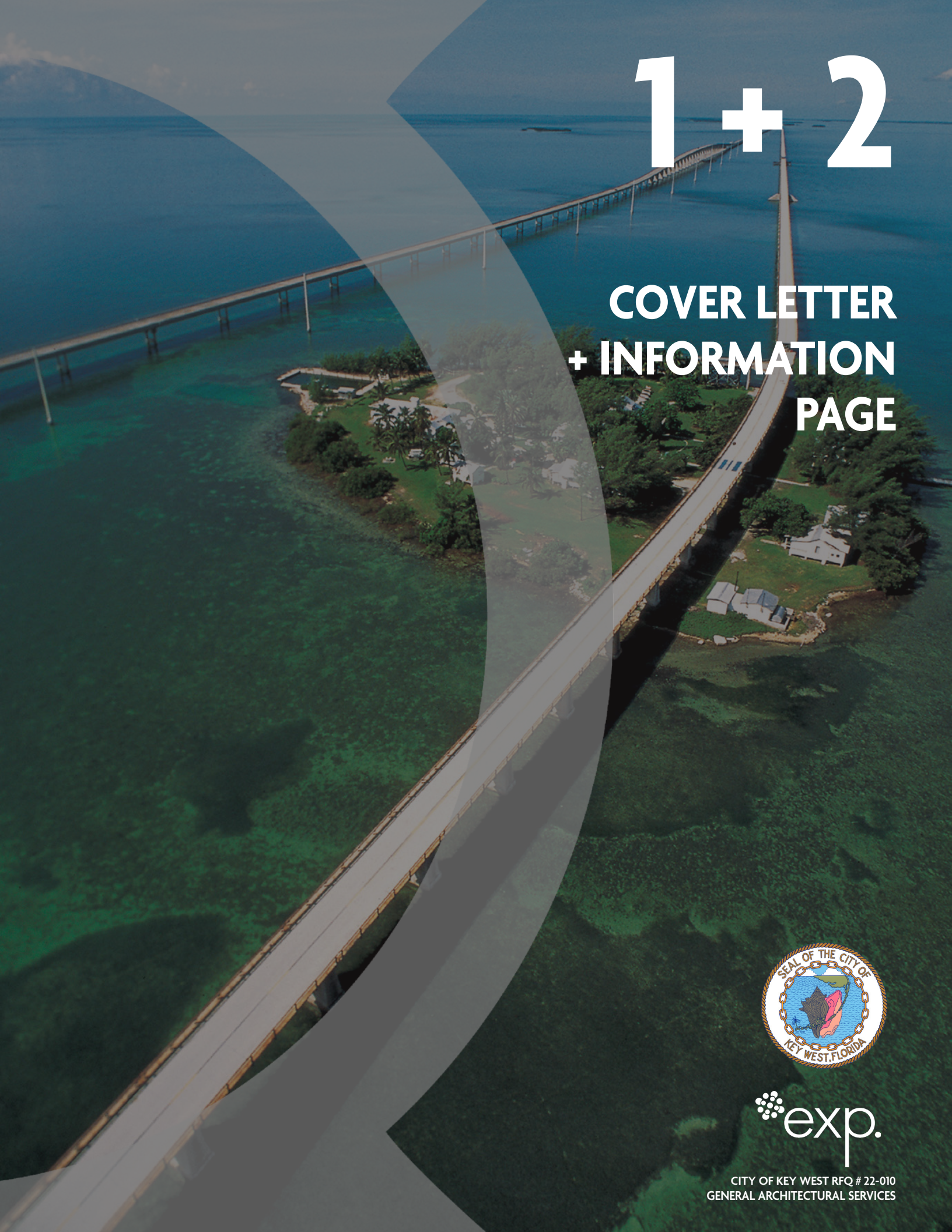
SEPTEMBER 7, 2022

SUBMITTED BY

EXP U.S Services, Inc.
201 Alhambra Cricle, Suite 800
Coral Gables, FL 33134 USA
t: + 1.561.329.9263
exp.com

TABLE OF CONTENTS

COVER LETTER	3
INFORMATION PAGE	3
ORGANIZATION CHART	6
COMPANY INFORMATION	8
METHODOLOGY + APPROACH	11
PERSONNEL	18
QUALIFICATIONS	23
REPRESENTATIVE ARCHITECTURAL EXPERIENCE + CLIENT REFERENCES	28
SWORN STATEMENTS + AFFIDAVITS	34



1 + 2

COVER LETTER + INFORMATION PAGE

CITY OF KEY WEST RFQ # 22-010
GENERAL ARCHITECTURAL SERVICES

September 07, 2022
City of Key West
1300 White Street
Key, West, Florida 33040

Attn: Albiona Balliu, Senior Project Manager
Re: General Architectural Services RFQ-22-010

EXP is excited to submit our proposal to provide General Architectural Services for the City of Key West. Our team is well suited to provide the architectural services for this contract and has an extensive portfolio of local personnel and relevant projects assisting cities and municipalities in South Florida and throughout the State of Florida. We're an integrated, motivated team working together with all types of clients. Our key team members are fully accredited and licensed.

We have local roots, and a global reach. We understand the City of Key West community, because we live and work in the South Florida area and will service this project using our local and global resources. The City of Key West will be serviced from our Coral Gables branch office and every EXP team member is committed to providing the quality services needed to bring innovative and feasible solutions to ensure project success.

Stakeholder Management. The EXP Team knows the importance of clear and focused stakeholder communications and management. This is a bottom-up approach where equitable public consultation is conducted to maintain open lines of communication with stakeholders through numerous outreach methods, including virtual and web-based methods. The EXP team has the experience of delivering projects that include multiple Federal, State, and County stakeholders which will be critical as we guide the City of Key West through the design process.

Full-Service Firm. EXP brings a well-established multidisciplinary practice to the City of Key West with more than 400 staff in Florida whose expertise and best practices will bring an added value to this project. We are an organization specializing in architecture, planning, engineering, and construction administration/inspection services streamlining the delivery of the scope of work from design through construction.

Equity, diversity, and inclusion are core to our vision, and EXP is fully focused on acting by bringing together a multitude of voices, ensuring that everyone is heard and cultivating equitable opportunities for all to facilitate the success of every project.

We look forward to partnering with you to provide safe and reliable architectural solutions that link people, connect communities, support employment and contribute to the overall health, recreation and economic growth of the City of Key West.

Respectfully Submitted,

Sebastian Eilert, AIA, LEED AP+ BD&C
Project Manager

INFORMATION PAGE

PRIME VENDOR	**EXP U.S Services, Inc.** 201 Alhambra Circle, Suite 800 Coral Gables, FL 33134 USA t: + 1.561.329.9263 exp.com
LEAD ARCHITECT + PROJECT MANAGER	**Sebastian Eilert, AIA, NCARB, LEED AP+** EXP | Project Manager, Lead Architect t : +1.305.631.2208 | m : +1.786.257.5882 e : sebastian.eilert@exp.com
FIRM'S CONTACT	**Kyle Henry** EXP | Vice President, Business Development t : +1.305.631.2208 | m : +1.561.329.9263 e : kyle.henry@exp.com

*All **communication** with respect to this project between the **City of Key West** and **EXP**'s project team will be coordinated through our Project Manager, Sebastian Eilert*

3

ORGANIZATIONAL CHART

LEGEND:

EXP - EXP US Services, Inc.

PRINCIPAL IN CHARGE

Eugene Collings-Bonfill, PE, PSM, MBA, PMP, DBIA, ENV SP, CFM - EXP

QA/QC

John Flint, PE - EXP

LEAD ARCHITECT – PROJECT MANAGER

Sebastian Eilert, AIA, NCARB, LEED AP - EXP

DEPUTY PROJECT MANAGER

Elizabeth Alcantara, Assoc. AIA, LEED Green Assoc. - EXP

CIVIL ENGINEERING

Jose Santiago, PE – EXP
Roxana Matamoros, PE - EXP
Miguel Lockward, PE, PMP, ENV SP - EXP

STRUCTURAL ENGINEERING

Julie Vers, PE – EXP
Daniela Serra – EXP
Fouad Elezaby, M.Sc., EIT– EXP
William Sumlin - EXP

ADA SPECIALIST

Thomas Hoepf, FAIA – EXP

PUBLIC COMMUNICATION + OUTREACH

Maggie Bruno – EXP
Jeannette Lazo - EXP

ARCHITECTURE

Paul Zinni , AIA, NCARB, LEED AP – EXP
Beatriz de Paulis – EXP
Angelica Corredor, Assoc. AIA - EXP

LEED SPECIALIST

Greg Romancyzck, PE, LEED AP – EXP
Nicole Barnett, ENV SP, LEED Green Assoc. - EXP

ESTIMATING

Jonathan Markle - EXP

CONSTRUCTION MANAGEMENT

John Sassine – EXP
Carlos Tijerino - EXP

MEP ENGINEERING

Will Pearsall, PE – EXP
Gino Valderrama, PE, JD - EXP
Sergio Serrano, PE - EXP
Svetan Veliov, P. Eng. – EXP
Pedro Landin, PE – EXP

4

COMPANY INFORMATION

CITY OF KEY WEST RFQ # 22-010
GENERAL ARCHITECTURAL SERVICES

EXP has been in business for 115+ years via heritage companies and employs 3500+ professionals worldwide with 90+ offices across North America. Our company has a unique mix of local and national experts. Our corporate and ownership structure is a privately-owned North American corporation. Our corporate leadership team is comprised of a Board of Directors and an Executive Team, with leaders from across the various regions and groups. Our flat leadership structure across the company enables efficient decision making and resource identifications.

FULL-SERVICE ARCHITECTURE FIRM. EXP is a local, multidisciplinary organization specializing in all the major functional areas stipulated in the RFQ streamlining the delivery of services under one entity including architecture and design, planning services, permitting assistance, bid and proposal development services, and services during construction.

Combining modern technology, innovative design, and local knowledge, we will deliver architectural solutions that will serve as the catalyst for continuous growth and increased sustainability throughout the City of Key West.

EXPertise with a broad type of Architectural Projects. At EXP, our architecture and design team have been visioning and implementing a vast variety of projects, enabling EXP to service any size program for the City of Key West. From new multistory, multi-use buildings to accessibility and service maintenance updates, any type of program and project will be delivered with the highest standard of function and design.

EXPerience with Equity through Design. Our energetic and innovative architects and designers understand the importance of mitigating disproportionate impacts of incomplete municipal transportation networks on the transportation disadvantaged. Our proficiency in contemporary municipal design standards and practices will provide the City of Key West with viable and cost-effective solutions and ensure that equitable access is provided to all users.

EXPertise with Resilience and Sustainability Projects. As a fully integrated design firm, we will serve the City of Key West with a broad spectrum of services, providing architecture and design, modeling, ADA compliance, sea level rise analysis, development of sustainability implementation strategies, and transparent engagement through all project phases. Our expertise with sustainable practice implementation is confirmed by the recognition and regional awards received for nearly 10 years of our projects for execution of innovative and solution-oriented design.

EXPerience with Stakeholder Management. The EXP Team knows the importance of clear and focused stakeholder communications and management. We implement a bottom-up approach where equitable public consultation is conducted to maintain open lines of communication with stakeholders through charrettes as well as many other outreach methods.

AWARDS + RECOGNITIONS

EXP's mission to **understand, innovate, partner and deliver** engineering, architecture, design and consulting services to the world's built and natural environment have been recognized and awarded multiple times as summarized

#5
Top 40 Engineering Architecture Firms, BD+C Giants, 2021

#12
MEP Giants Top 100, Consulting-Specifying Engineer, 2022

#26
Top 500 Design Firms
ENR, 2022

400+
LEED Certified Projects

WHAT WE DO

ARCHITECTURE. Our practice is built on a commitment to design excellence – every day, with every project. We believe design should inspire users, while fostering more sustainable, inclusive environments. Through design, we create engaging, meaningful places to serve our communities for generations. As a team of creative problem-solvers we collaborate across disciplines. Our design studios are driven by a constant pursuit of innovation across all projects, large and small. Regardless of scale or type, our projects share a strong conceptual framework and emphasis on artful execution, economy, craft and resilience to adapt to an ever-changing world.

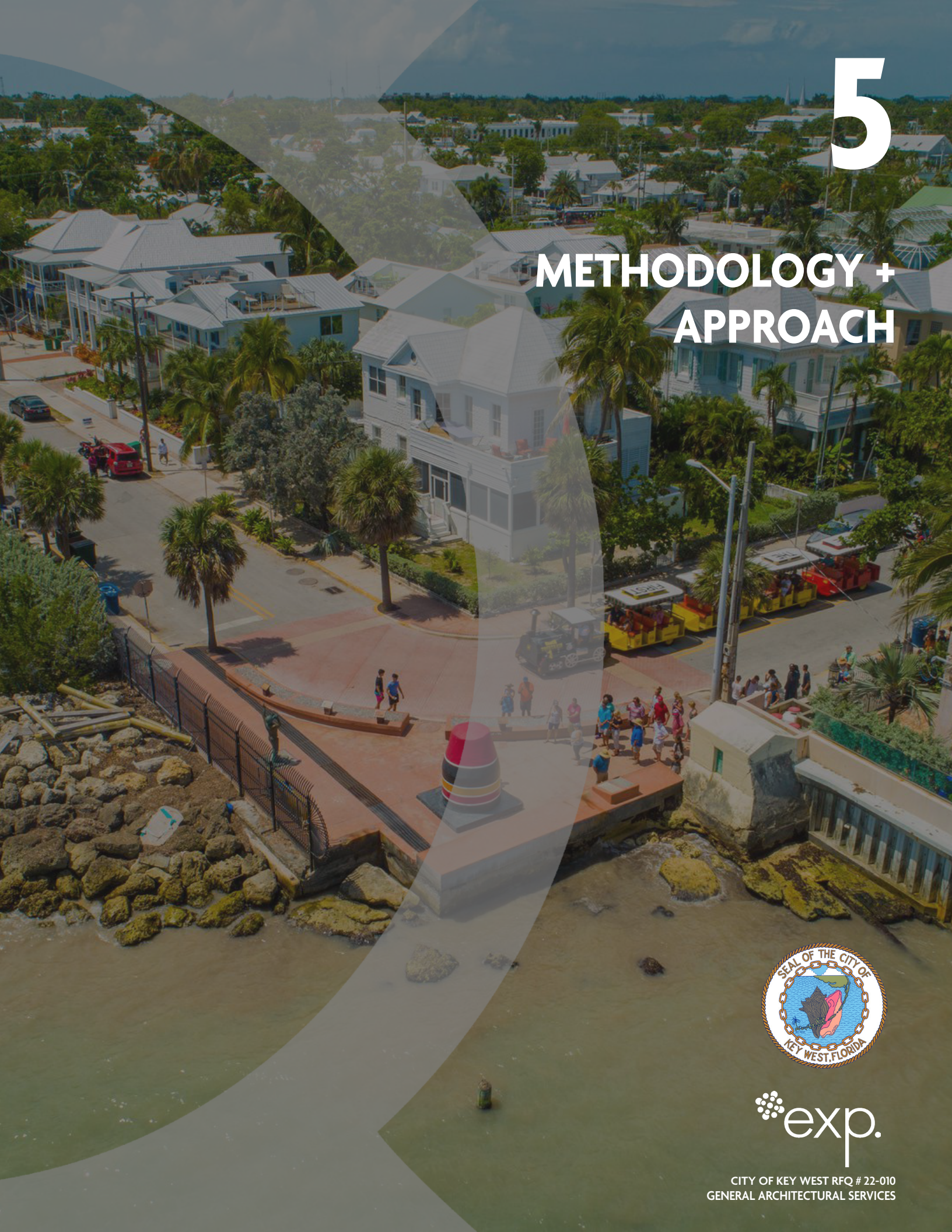
BUILDING ENGINEERING. From structure to building systems and technology, EXP provides a complete building engineering solution. We deliver seamless, integrated design across the building's entire lifecycle – from concept and planning, through design and construction, to commissioning and operations. We develop holistic and aesthetic structural solutions that complement the architectural vision, and design efficient MEP systems that provide comfortable, energy-efficient and healthy interior environments. As specialists in intelligent buildings, we design technology that enables buildings to better interact with occupants and provides essential security measures. Beyond design, we offer complete commissioning services and have commissioned hundreds of projects worldwide ranging from a few thousand to millions of square feet.

BUILDING SCIENCE. Our Building Science team deals with many aspects of a building from the beginning of its life through to its demolition. Beginning from the ground up, the application of practical Building Science to any new or mature building provides the best assurance that it will function properly. We strive to provide our clients with quality, cost-effective, long-term solutions to virtually any challenges that may arise over the life of a building.

INFRASTRUCTURE DESIGN. As a multidisciplinary practice, we have the right blend of expertise and experience to meet the world's evolving infrastructure challenges. We provide a full range of services in transportation, land development, and water and waste to both public and private sector clients, and we've been doing it for decades. Whether protecting the environment through innovative technologies in water and wastewater treatment, enabling urban development and economic growth, or moving people and goods – we strive to enhance our communities and affect them in a positive way. Our integrated team brings the expertise to meet the needs of our communities and our clients efficiently, safely, economically, and sustainably.

GEOTECHNICAL + MATERIALS TESTING. Doing the groundwork on any construction project means evaluating the earth and designing the most practical way to build on it. Our experienced geotechnical team begins with a thorough geotechnical investigation, using the latest in field testing and sophisticated laboratory technology to gather high-quality soil, rock and water samples to determine the site's subsurface conditions relevant to the new construction. Our team has the expertise for any specialized testing needed during construction. Where the geotechnical aspects represent a large component of the structure, such as earth fill dams, slopes and marine structures, EXP's geotechnical team can also provide detailed geotechnical design services. We're the team you can trust to provide the foundation of project success.

ENVIRONMENTAL. We believe in taking an active role in protecting our environment and building sustainable communities. Our environmental team of engineers, scientists and specialists pride themselves in delivering solutions, not just a service. From all phases of a project and across all markets, our team has the technical expertise and experience needed to deliver your project from due diligence to large scale redevelopments. EXP has accomplished more than 400 LEED Certified projects that support our strong commitment to creating positive environmental, social, and economic impacts and directly benefit our clients.



5

METHODOLOGY + APPROACH

CITY OF KEY WEST RFQ # 22-010
GENERAL ARCHITECTURAL SERVICES

ARCHITECTURAL FACILITIES

EXP provides architectural design services for a wide variety of accessible world-class architectural facilities. From public libraries and community clinics, park spaces to community centers, and mixed-use residential to government offices, EXP offers functional and aesthetic leadership, while also providing technical coordination across disciplines that deliver spaces and places that will be responsive to the local and diverse context within the City of Key West (the City). Through a collaborative, integrated and participatory design process design process, we will provide innovative design and engineering solutions for all local stakeholders.

DESIGN PHILOSOPHY

EXP has a highly skilled and redundant team, of local experts, able to deliver multiple tasks concurrently, provide a high standard of Safety and Quality, while meeting the budgeting expectations of the City of Key West. Our approach to this contract begins with gaining a full understanding of the needs of the City and tailoring our Team to address each specific need. The EXP Team "depth" structure will give us the ability to assign, for each task, a dedicated and experienced team member. The Key Personnel will be specialists for the dedicated discipline, and will report to the Project Manager, Sebastian Eilert, AIA, NCARB, LEED AP, who will be the main point of contact with the City, ensuring clear communication and efficiency in the process for the duration of the contract.

A detailed scope of work, with an accompanying fee spreadsheet custom to each assigned project from the City of Key West, will be prepared and submitted to the City for approval, before starting any design activity. At the onset of each project, our project controls team will prepare a baseline schedule which will be developed in accordance with the City's needs and requirements. Immediate corrections will be made as needed to ensure that the projects progress according to scope, schedule, cost and quality standards. We perform integrated change control, if the requirements of the project have changed, or the project is not proceeding as it should. This may include updating the scope and schedule baselines, applying more resources to the project, informing the City of changes and proposed actions, and implementing the changes to the project. EXP will provide a monthly progress report that will include the actual/projected hours per task for each of EXP's employees and subconsultants assigned to the task. This approach will allow the City to participate in key decisions, keeping the design process within budget and on schedule while maintaining the integrity of the design process.

LEAD ARCHITECT + PROJECT MANAGER

Over 20 years experience in the construction industry in both the private as well as the government sectors, Mr. Eilert has worked on a variety of projects and with a broad spectrum of stakeholders. The project experience stretches from residential, commercial and industrial projects to multi-million dollar public facilities as well as LEED consulting for the NC, EB and H rating system of the USGBC. Experience with public agency bodies includes the lead of over $150 million in educational facility construction as project manager and Design Criteria Professional (DCP).

PROJECT MANAGEMENT APPROACH

EXP's approach to successfully executing projects and meeting our client's budget and schedule expectations begins long before notice to proceed is issued. We study the project, visit the project sites, and conduct field reviews before developing a scope. In doing so we identify critical issues early in the negotiating process and can address these accordingly in the scope.

During the scoping process, our Project Manager will coordinate with the City of Key West and other agencies involved to develop a list of deliverables and a feasible project schedule.

Upon notice to proceed, the EXP Project Manager will develop a work plan by milestones and hold a team kick-off meeting to assign tasks and responsibilities, highlight critical dates, review quality control, and establish criteria to be followed.

Our proactive approach to project management guarantees we have all the resources available to meet and exceed the City of Key West's expectations.

PROJECT MANAGEMENT TEAM

The EXP team Project Manager must be able to quickly understand the project, visualize the final product and have the ability to rapidly identify the specific staffing and equipment requirements to complete the project within the City's time schedule. Sebastian Eilert, AIA, NCARB, LEED AP, will be the EXP team Project Manager. Sebastian has more than 20 years of experience as a Project Manager on architectural and civil improvements for municipal, county, and state agencies in the State of Florida. He will be the primary contact with the City's Project Manager and will have the responsibility of coordinating the architecture and planning effort of the EXP team to ensure that the expectations of the City are met during all phases of any project assigned.

OUR TEAM is accustomed to early coordination in the planning and design phases of a project. We reach out to permitting agencies, stakeholders, and utility companies as early as possible. This practice helps to save time in the review process and prevent conflicts in construction. In addition to proactive early coordination, we make sure to follow up frequently and keep all relevant parties informed throughout our projects. Team coordination will be facilitated by our open communication policy where the EXP Project Manager will maintain open lines of communication with each of the subconsultants to coordinate tasks, communicate the City's comments, and resolve conflicts.

OUR APPROACH to project management follows a proactive coordination philosophy. Our approach empowers our team members with the resources and data to effectively perform our services. In addition, our philosophy creates a strong synergetic partnership with our team allowing us to provide the City with synchronized planning, architectural, design and construction management services that will ultimately be beneficial to and welcomed by the public.

OPEN COMMUNICATION

Effective communication is a key component to successful project management and delivery. As such, The EXP Team will maintain open lines of communication with each of the subconsultants to coordinate tasks and discuss progress and deliverables. The EXP team will build a collaborative approach with the City by maintaining open and honest professional communication. We will not hesitate to make tough recommendations and believe that the success of the project hinges on cooperation.

Our goal is to produce technically sound contract documents while being cost conscious and completed on schedule and under budget. We will implement this philosophy through teamwork and the right allocation of resources within the EXP team. In addition, we will pay close attention to detail and manage each project by supervising the individual components. We ensure that our communications are detailed and adequate so as to reach all the individuals with whom we must communicate so the project can be a success.

We're different – in our approach and in our way of doing business.

Today, EXP's employees share in the firm's success and approach every project as an opportunity to plan, design and build better.

SAFETY

Safety is the EXP Team priority. The EXP Team will use its extensive construction engineering experience to identify all the construction issues during the design phase to develop safe and constructible plans. One of our major duties as the City's consultant will be to review the Contractor's site-specific safety plan and to make sure it is sufficient to ensure a healthy and safe work site. Moreover, we will monitor the proposer application of the safety plan during the construction phase. In addition to the safety plan, monitoring safety during construction is key. We will coordinate with the City's project manager for reporting of daily health and safety practices and performance of the contractors. Safety documentation and photographic records will be maintained in our daily reports. The City of Key West can be rest assured that our team will prioritize the enforcement of safety.

SCHEDULE + COST CONTROL APPROACH

Having served multiple municipal agencies on similar projects, we understand the complexity of working within tight budgets and schedules. Consequently, we will coordinate project scopes, budgets, and schedules for each assignment with the City of Key West to ensure critical deadlines are met and that all work is performed within budget.

Our Project Manager, Sebastian Eilert, will conduct project progress meetings with the City's Project Manager on a regular basis and submit progress reports to ensure tasks are moving along on schedule. EXP will submit a detailed schedule to the City using Primavera to clearly delineate all milestone submittal dates. Project progress reports will coincide with all billing invoices, which will ensure the City has paid only for work that has been completed. The schedule for the project progress meetings will be coordinated with the City's Project Manager and key EXP staff members will be available to attend as required. By requiring project progress meetings and reports, project cost control can be better maintained and tracked by the City and EXP staff.

As the project advances, Mr. Eilert will have a task kick-off meeting with the City's Project Manager to discuss each of the project's objectives so that EXP staff can have a firm understanding of the desired result. A detailed project cost estimate for each task assigned will quickly be developed and submitted to the City's Project Manager for approval. Once a consensus on the scope and fees has been achieved, EXP staff will be assigned and will immediately begin working on the new project task. Our experience shows that this process eliminates project overruns and additional service agreements.

Along with the selected key staff members for this pursuit, the Team counts with over 350+ local professionals, and over 3,700 nationwide EXP professionals, that are available to support the City in any pre-design, architectural, design, procurement support, construction management, operations + maintenance, or other need that might arise. This Team will provide the right staff at the right moment, as we have the capabilities to continuously ramp up or down, according to the needs and schedules of the project.

VALUE ENGINEERING

The EXP Team brings vast experience in applying the principles of Value Engineering (VE) to complex, multi-faceted transportation and infrastructure projects in urban environments. The application of the five phases of traditional value engineering; Speculation (Creative) Phase; Evaluation (Analysis) Phase; Development Phase (Value Management Proposals); and Presentation Phase (Report/Oral Presentation) are most impactful in the early phases of the project, before detailed plans had been developed.

Understanding that the project will begin with conceptual plans, developed by others, an initial Value Engineering review at the highest levels will be helpful. This creative review will be conducted among the entire EXP Team in advance of the Goal setting meeting with the Client, so that material conceptual VE issues can be discussed in the context of the goal setting exercise.

A second opportunity to apply the VE principles will occur near the end of the design development phase, where the opportunity to critically evaluate individual construction elements or assemblies. The EXP Team anticipates this VE effort will include an evaluation of materials, construction methods and even access prior to freezing the design to produce final construction Documents. and that mark-ups are properly documented.

QUALITY

Quality is one of our core values and what separates us from the rest. All the deliverables are viewed by a team of specialists within the EXP organization prior to finalization, to ensure we maintain the caliber of engineering that we are noted for.

The EXP Quality Assurance system is established, well followed, and highly effective. More specifically, the EXP quality management system consists of numerous procedures and policies. These include, but are not restricted to:

• The use of experienced and qualified staff to carry out and review work.

• The identification of a specific Lead in each principal area of work to provide technical direction, leadership, policies, and support for the quality of service delivered.

• Independent checks and reviews during the work period, for verification of output as well as quality procedures and practices.

• The provision of professional services to the current Standard of Practice as defined in recognized Codes, Standards, Manuals, and generally accepted practices.

•The use of a check list to list all stages of the project process to be used as a guideline to designers and quality review officers documented the work implementation. Prior to issuing a specific deliverable for client's sign-off, the Lead Engineer and the Project Manager must be satisfied that the deliverable has been fully reviewed. The key to the quality process is an originator's "self-check" followed by thorough discipline reviews and external reviews. The reviews will focus on ensuring the following: quality of technical content, format, conformance with the Terms of Reference, conformance with FBC and the City's standards. Each deliverable receives a formal red/yellow/green quality review, then is independently reviewed by a person not directly involved with the project. During the internal audits, the quality process is evaluated to ensure that reviews have been completed and that mark-ups are properly documented.

UTILITY COORDINATION

Where applicable, our team will contact Sunshine One Call – State of Florida (SSOCOF) to identify all utilities pertaining to the project before completing the 30% design submittal and, most importantly, before digging activities begin. Our team will assure that the selected contractor receives the correct As-built for every underground utility that may generate conflict with the proposed project during the construction phase.

The early identification of existing utilities will prevent disruption of utility services and could save the City possible penalties demanded by other utility companies in the event of damage to their underground property. As the project proceeds into final design, utility coordination meetings will be scheduled at the 100% design phase to mitigate conflicts or utility relocation efforts.

PROCUREMENT SUPPORT

Implementing an effective procurement system for an infrastructure project requires an understanding of a wide spectrum of proven procurement methods and contracting methodologies, as well as an experienced understanding on aligning varying strategies with specific project needs and risk allocations.

Evaluating the benefits of a given procurement method should consider several goals that are essential to defining a successful procurement process as follows:

• Recommend procurement processes, methodologies, and selection criteria that are competitive, fair, objective, and transparent within the framework of a well-advertised and administered process

•Implement cost-effective procurement methodologies to allow the City to receive the best value for the services

• Clearly define the evaluation criteria

• Minimize procurement process durations and allow for adequate response time from bidders

• Ensure transparent scoring methodologies that meet the City's requirements for lifecycle cost

Our Team has experience with multiple delivery methods, including:

Design/Bid/Build

Design/Build

Progressive Design/Build

Construction Management at Risk (CMR)

Our team will also assist the City of Key West in the preparation of the bid documents to use during the bidding process. These bid documents will include signed and sealed plans, signed and sealed technical specifications, front-end documents, permits/dry runs, and all supporting calculations as required.

SEA LEVEL RISE AND FLOOD PREVENTION MITIGATE

We recognize that sea level rise and climate change are creating continually evolving conditions, which include a new reality to which we must adapt. The EXP Team understands that the City of Key West infrastructure exposes it to flooding from storm surge, king tides, sea level rise, and stormwater runoff. In the planning, pre-design and design phases of water, wastewater, and stormwater collection and distribution projects, one of the major challenges to consider is the stress that sea level rise (SLR) has on these infrastructures, especially in communities within Southeast Florida. Sea level rise imposes an increasing flooding hazard on low-lying coastal communities due to increased exposure to high-tide conditions and storm surge. AOur approach to execute infrastructure projects that are resilient, robust, environmentally responsible and future proof includes the incorporation, early on the project life cycle, of sea level rise projections through the planning tools developed and recommended by the Southeast Florida Climate Change Compact, including: Unified Sea Level Rise Projection for Southeast Florida, Region-wide and County-wide Sea Level Rise Inundation Vulnerability Assessments and the USACE Sea Level Change Curve Calculator. Our unique approach combines sea level rise projections with practical concepts and on-the-ground implementation strategies to support resilient design and maximize the service life of any assigned project while reducing capital and maintenance costs.

RESILIENCE IN THE CITY OF KEY WEST

Sustainability is a core element in every function at EXP. We strive to "educate, evaluate and implement" environmentally green best practices in all our projects. As leaders in multidisciplinary green engineering, EXP can preserve the biodiversity in the South Florida region that separates City of Key West from the rest of the world. Accommodating the capacity of the residents in this municipality is a resiliency effort that extends to economic, social, and environmental capital assets. Recognizing that City of Key West is not foreign to the implementation of resiliency efforts to their communities, it is important to analyze the past and current projects in their successes, areas for improvement, and failures. Mitigating risk for the present and future scopes of work will require this in-depth analysis, knowledge of existing sustainability weaknesses and the potential strengths in services that capitalize on developing in consideration to environmental benefits.

Specific to Key West, preparing for stormwater management, sea level rise, reducing carbon dioxide emissions, combatting climate change, and creating equitable access in resources and transit should be priorities as a coastal community. Key West is vulnerable to floods, natural disasters, and infrastructural damages. To create resiliency, we will approach the issues with a plan to prepare, a plan to respond, and a plan to recover. Reinforcements to existing structures can protect them against foods with the use of pumps, barriers, natural landscape, elevation and drainage systems. Innovative solutions for the reduction of energy consumption include the use of renewable energy in buildings and transit to lower the carbon footprint within the area. Urban mobility and transportation have the ability to create cohesion in the community with equitable access to resources and opportunities.

Taking measures to effectively maintain green best practices will improve Key West's quality of life. As well as provide long-term benefits such as: reducing operation & maintenance costs, enhancing asset values, improving productivity, maintaining better occupant health, reducing liability, and ultimately increasing profits.

6

PERSONNEL

RESUME

Sebastian Eilert, AIA, NCARB, LEED AP

Role: Lead Architect + Project Manager

Professional Registrations

- AR – FL (#92953)
- ID – FL (#5054)
- PX – FL (#3827)
- BN – FL (#6656)
- LEED AP+, 0BD&C
- NCARB
- NIMS

Education + Training

- Professional degree of Architecture - BArch, University of Miami

Affiliations + Memberships

- AIA
- MENSA
- English
- German`

Over 20 years of experience in the construction industry in both the private as well as the government sectors Mr. Eilert has worked on a variety of projects and with a broad spectrum of stakeholders. The project experience stretches from residential, commercial and industrial projects to multi-million-dollar public facilities as well as LEED consulting for the NC, EB and H rating system of the USGBC. He has substantial knowledge of sustainable principles and applied green concepts in my architectural practice as well as numerous consulting projects. Some of these projects are LEED NC for the first GSA Miami Dade County project, LEED EB for public and private clients, LEED H for multiple homes, including the University of Miami's Presidents residence, and Energy Star evaluations. Experience with public agency bodies includes the lead of over $150 million in educational facility construction as project manager and Design Criteria Professional (DCP). Mr. Eilert fully understands the process as well as the roles of different stakeholders relating to this field and the success of any project. Experience also includes plan review and building inspections under the Florida Building Code for Municipalities as well as higher education facilities requiring extensive knowledge and continuing education for current building codes.

Relevant Project Experience

Miami Shores Montessori School* Architect of Record. New construction of 2 story Montessori School. Project includes schematic master site plan with building layout, circulation, parking general landscape and retention design.

HiCube Wynwood* Architect of Record. New construction of 8 story mixed use hotel with 2 levels of underground parking. Project includes master site plan design, flex office space, exhibit and conference rooms, street level retail and 4 levels of hotel rooms with a rooftop pool deck. Hotel element designed with upcycled shipping container. Project zoning approval obtained before terminated by client.

Consulate General of Germany – Miami office* Architect of record. 2 Projects: 1) Full renovation of entire floor and 2) security and safety update, includes coordination with German vendors for proprietary safety access lock.

Little Havana Inn* Architect of record. New construction of 10 bed Inn. Project located in Little Havana neighborhood of Miami. 2 story existing building fully rebuild due to failed structural integrity.

GSA Trade Shop Facility* LEED Consultant. New construction facility for Miami Dade GSA trade shop. Includes master site plan, single story warehouse and office building.

Mellow Mushroom – Miami* Architect of record. Tenant build out of 6,500 SF franchise restaurant. Project includes full kitchen, bar, restaurant and tie in to existing utilities in a 5 story building.

Village of Pinecrest, Pinecrest Gardens support structure* Architect of Record for new support and bathroom structure within the Village of Pinecrest Garden.

State School CCC-1, South Dade Senior High School – MDCPS* DCP Senior project manager. New high school design build high school includes schematic master site plan with building layout, circulation, parking general landscape and retention design.

State School MMM, Coral Park Senior High School – MDCPS* DCP Senior project manager. New 4 story addition to existing high school. Design build school includes schematic master site plan with building layout, circulation, parking general landscape and retention design. Project scope includes auditorium, kitchen and cafeteria, administrative suite, classrooms and specialty labs.

RESUME

Elizabeth Alcantara, Assoc. AIA, LEED Green Associate

Deputy Project Manager

Professional Registrations

- AIA Member - 40732165
- LEED Green Associate, Miami, Florida, United States, 2020
- LEED AP ND, Miami, Florida, United States, Anticipated Date – October 2022

Education + Training

- BS in Architecture, Roger Williams University, Bristol, Rhode Island
- Construction Management Minor, Roger Williams University, Bristol, Rhode Island
- Art and Architectural History Core Concentration, Roger Williams University, Bristol, Rhode Island

Skills

- SketchUp, AutoCAD, Revit, ArcMap, Adobe Cloud, MS Suite, Rhinoceros 3D
- Rendering Software: Lumion, Enscape, TwinMotion, V-Ray
- Graphic Design/Marketing/ Business Development

Languages Spoken

- English
- Spanish

Professional in the A/E industry with a strong affinity for building capabilities by thorough workflow and state-of-the-art practice. Multidisciplinary experience ranges from small scale residential and commercial spaces to major complex projects dedicated to human development. Ms. Alcantara is deeply familiarized with green building, LEED certification processes, and urban planning. Her education and background in construction management makes her acquainted with project management tasks, including scheduling and estimating, team building, and QA/QC procedures. Additionally, Ms. Alcantara has expanded her horizons into business development by helping undertake multiple RFQ/RFPs, both internally and with partner firms, for emerging contracts in Florida and the Northeast.

Relevant Project Experience

Park Avenue at Boulder Creek Masterplan, Houston, Texas. Developed conceptual masterplan layout for gated community. Masterplan layout consisted of seven (7) 4-story buildings, 400+ parking spaces, circulation, clubhouse, fitness center, green spaces (including dog parks), and landscaping. Responsibilities also included code review, utility coordination, survey studies, and coordination with stormwater experts.

AVIS Car Rental, Wesley Chapel, Florida. Worked as Lead Architect's right-hand and head of 3D design modeling for new commercial development. Responsibilities also included coordinating disciplines (MEP + Structures) for construction documentation.

AVIS Car Rental, Panama City, Florida. Worked as Lead Architect's right-hand and assisted with 3D design modeling for new commercial development. Responsibilities also included coordinating disciplines (MEP + Structures) for construction documentation.

Miami-Dade County Animal Services Homestead Community Clinic. Homestead, Florida. Responsibilities also included coordinating disciplines (MEP + Structures) for construction documentation.

***Stern McCafferty, Boston, MA.** Head of 3D design modeling for multimillion-dollar private residences. Responsibilities also included overseeing construction documents and client design consultations.

***LGP Arch + Atelier, Santo Domingo, Dominican Republic.** Worked overseas assisting Lead Architect in all phases of the design, consultation, and construction documentation process for low-income housing residence complexes.

RESUME

Paul Zinni, AIA, NCARB, LEED AP BD+C

Role: Architect

Professional Registrations

- Registered Architect
- Licensed Interior Designer
- LEED AP BD+C #55887

Education + Training

- M. Arch., University of Illinois, 1983
- B.S. of Arch., University of Illinois, 1981
- B.S., Construction Mgmt., University of Southern Illinois, 1976

Select Project Awards

- High Road over Long Run Creek, Honor Award, ACEC-IL, 2009

Languages Spoken

- English

Mr. Zinni is a Project Manager and Registered Architect who has over 45 years of experience, with a concentration on USACE and USAF projects, including managing major studies, master planning, and design of both new construction and major renovations. Specific to this solicitation, Mr. Zinni has served as the Project Manager for over 45 aviation-related eff orts, including more than 12 maintenance hangars, 9 fire stations, 3 engine test facilities, and 25 squad operations facilities. Mr. Zinni has worked on projects for USACE continuously since 2006. He has also served as Project Manager for IDIQ contracts for numerous other USACE Districts including Baltimore, Savannah, Huntsville, Europe, Wilmington, and Japan. Due to his experience with the full lifecycle of projects, he is well-versed in master planning, DD1391 validation, AT/FP requirements, NEPA documentation, and proper construction management practices. He is well versed in the use of DrChecks, BIM and Revit, and other current software standards including BLCC5, WUFU, RISA 3D, ENACAPE, and 3D S Max. Within the last 5 years, he has managed D/B RFP creation for more than 40 USACE projects and validated numerous DD1391s for various USACE project types. As the leader of exp Federal's USACE Technical team, he has led more than 40 design charrettes and more than 15 VE phases for MILCON and SRM projects.

Project Experience

- OLSON HALL, BUILDING 399 (PHASES A & G)
- Master Planning Olsen Hall Bldg. 399, Fort Benning, GA
- Fort Bliss SRM Year End Projects – Re-Purpose Stafford DFAC to a Library, Fort Bliss, TX
- U.S. Embassy Kabul – Qasemi Lot Vehicle Maintenance Facility Kabul, Afghanistan
- SPECIAL OPERATIONS FORCES (SOF) C130J HANGAR COMPOUND Kadena AB, Okinawa, Japan
- DLA GENERAL PURPOSE WAREHOUSE AND STORAGE COMPLEX Red River Army Depot, Texarkana, TX
- RECEPTION BARRACKS COMPLEX DINING FACILITY (DFAC) Fort Jackson, South Carolina
- LOGISTICS READINESS COMMAND (LRC) VEHICLE MAINTENANCE FACILITY Hunter Army Airfield (HAAF), Savannah, GA
- TEXAS ARMY NATIONAL GUARD BARRACKS, DINING FACILITY & TRANSIENT HEADQUARTERS RENOVATION. Fort Wolters, Texas

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

EILERT, SEBASTIAN

SEBASTIAN EILERT ARCHITECTURE INC
9840 SW 85TH ST
MIAMI FL 33173

LICENSE NUMBER: AR92953

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

LEED GREEN ASSOCIATE

GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

Elizabeth Alcantara

HAS ATTAINED THE DESIGNATION OF

LEED® Green Associate™

by demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED green building program.

11393760-GREEN-ASSOCIATE
CREDENTIAL ID

11 AUG 2020
ISSUED

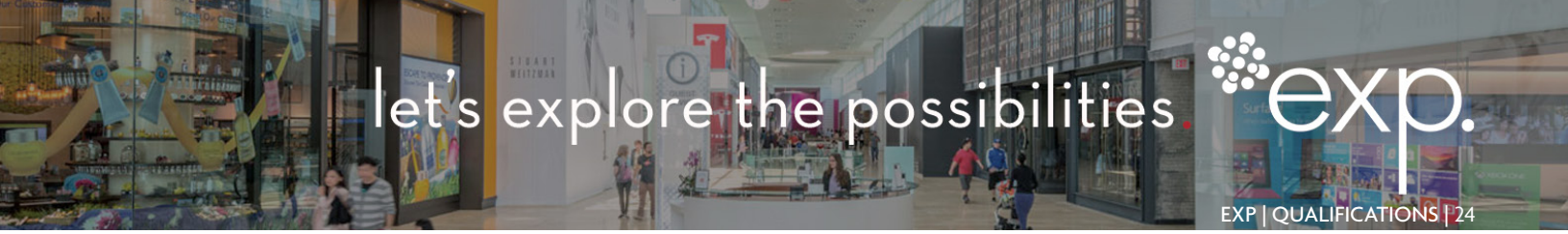
10 AUG 2024
VALID THROUGH

PETER TEMPLETON
PRESIDENT & CEO
U.S. GREEN BUILDING COUNCIL & GREEN BUSINESS CERTIFICATION INC.

7

QUALIFICATIONS

CITY OF KEY WEST RFQ # 22-010
GENERAL ARCHITECTURAL SERVICES



SERVICES | BUILDINGS | **ARCHITECTURE**

Our practice is built on a commitment to design excellence – every day, with every project. We believe design should inspire users, while fostering more sustainable, inclusive environments. Through design, we create engaging, meaningful places to serve our communities for generations. As a team of creative problem-solvers we collaborate across disciplines. Our design studios are driven by a constant pursuit of innovation across all projects, large and small. Regardless of scale or type, our projects share a strong conceptual framework and emphasis on artful execution, economy, craft and resilience to adapt to an ever-changing world.

Please refer to Section 4: Company Profile + Section 8: Representative Architectural Experience and Client References for more detailed qualifications and specific projects.

#5
Top 40 Engineering Architecture Firms, BD+C Giants, 2021

#6
Top 50 Designers in International Markets ENR, 2022

#15
Top 100 Pure Designers ENR, 2022

#26
Top 500 Design Firms ENR, 2022

WE MAINTAIN OUR CONSISTENT RECORD OF AWARD-WINNING WORK THROUGH CORE DESIGN PRINCIPLES APPLIED THROUGHOUT OUR PRACTICE.

Innovation across project scales	Every project is an opportunity to explore ideas, learn and create meaningful experiences.
Forward outlook	Working across a range of project types keeps us fresh, ambitious and open to new ideas. We bring insights from different building types to bear on new challenges – often with breakthrough results.
Collaboration	We bring together unique perspectives and disciplines through a collaborative, integrated design process
Challenging assumptions	We are both stewards and agitators. We recognize and honor context and history, while challenging assumptions about what should be versus what could be.
Mentorship	We continually drive and foster mentorship as an important investment in our future. All team members are engaged in the design process with responsibility and ownership.

exp.

FIRM'S LICENSE

Effective last renewal period, Florida has eliminated certificates of authorization for engineering and architecture businesses. Business authorization is now linked to the qualifying Registered Architect/Engineer's license. EXP's license information is as follows and can be verified on the DBPR website.

STATE REGISTRATION	ENTITY NAME	LICENSING AUTHORITY	RESPONSIBLE IN CHARGE	CERTIFICATE#
Florida (FL)	EXP U.S. Services Inc.	Board of Professional Engineers	William McGuire[E] #65653	29701
Florida (FL)	EXP U.S. Services Inc.	Board of Architects and Interior Design	Timothy Neumann[A] #92521	92521

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER: AR92521

EXPIRATION DATE: FEBRUARY 28, 2023

THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

NEUMAN, TIMOTHY D
EXP U.S. SERVICES INC.
5700 FAIRMOUNT AVENUE
DOWNERS GROVE IL 60516

ISSUED: 11/30/2020

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Local Business Tax Receipt
Miami–Dade County, State of Florida
–THIS IS NOT A BILL – DO NOT PAY

LBT

7300272

BUSINESS NAME/LOCATION
EXP US SERVICES INC
201 ALHAMBRA CIR STE 800
CORAL GABLES FL 33134

RECEIPT NO.
RENEWAL
7590054

EXPIRES SEPTEMBER 30, 2022
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
EXP US SERVICES INC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM

PAYMENT RECEIVED BY TAX COLLECTOR
$45.00 09/29/2021
INT–21–402516

Employee(s) 10

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

State of Florida
Department of State

I certify from the records of this office that EXP U.S. SERVICES INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 4, 2011.

The document number of this corporation is F11000001440.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 3, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of February, 2022

Secretary of State

Tracking Number: 3966243283CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

We will partner with Key West to successfully execute this contract and guarantee that tasks will delivered **on time and within budget.**

WHY OUR TEAM IS NOT ONLY QUALIFIED, BUT STANDS OUT

The City of Key West can trust that the EXP team will surpass The City's expectations for all requested General Architectural Services

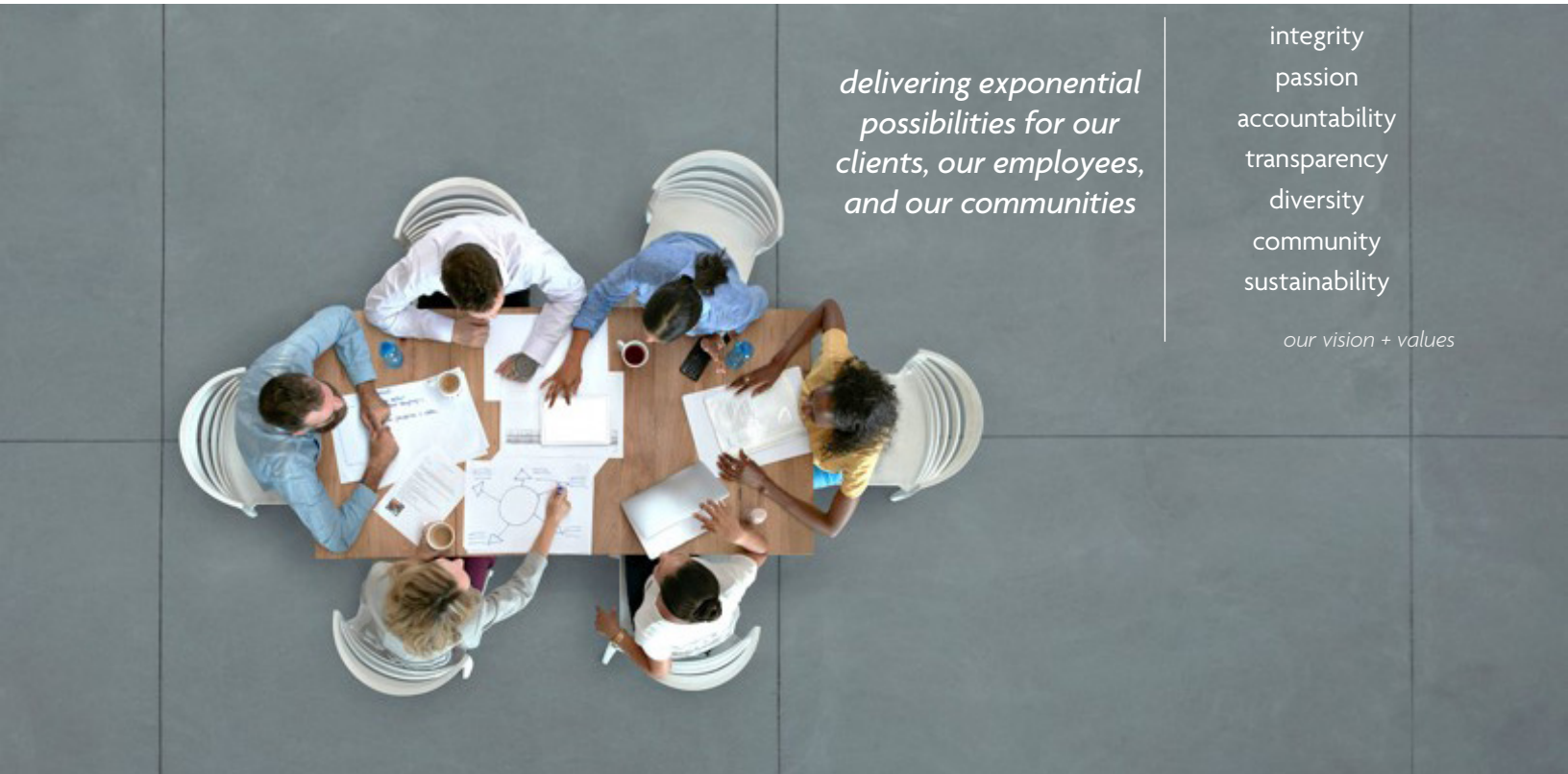
• Most of the personnel on the EXP team have ***successfully worked together in the past,*** having developed experience in effectively addressing the various concerns of technical and non-technical issues that may arise during this project, and the most effective ways of mitigating them.

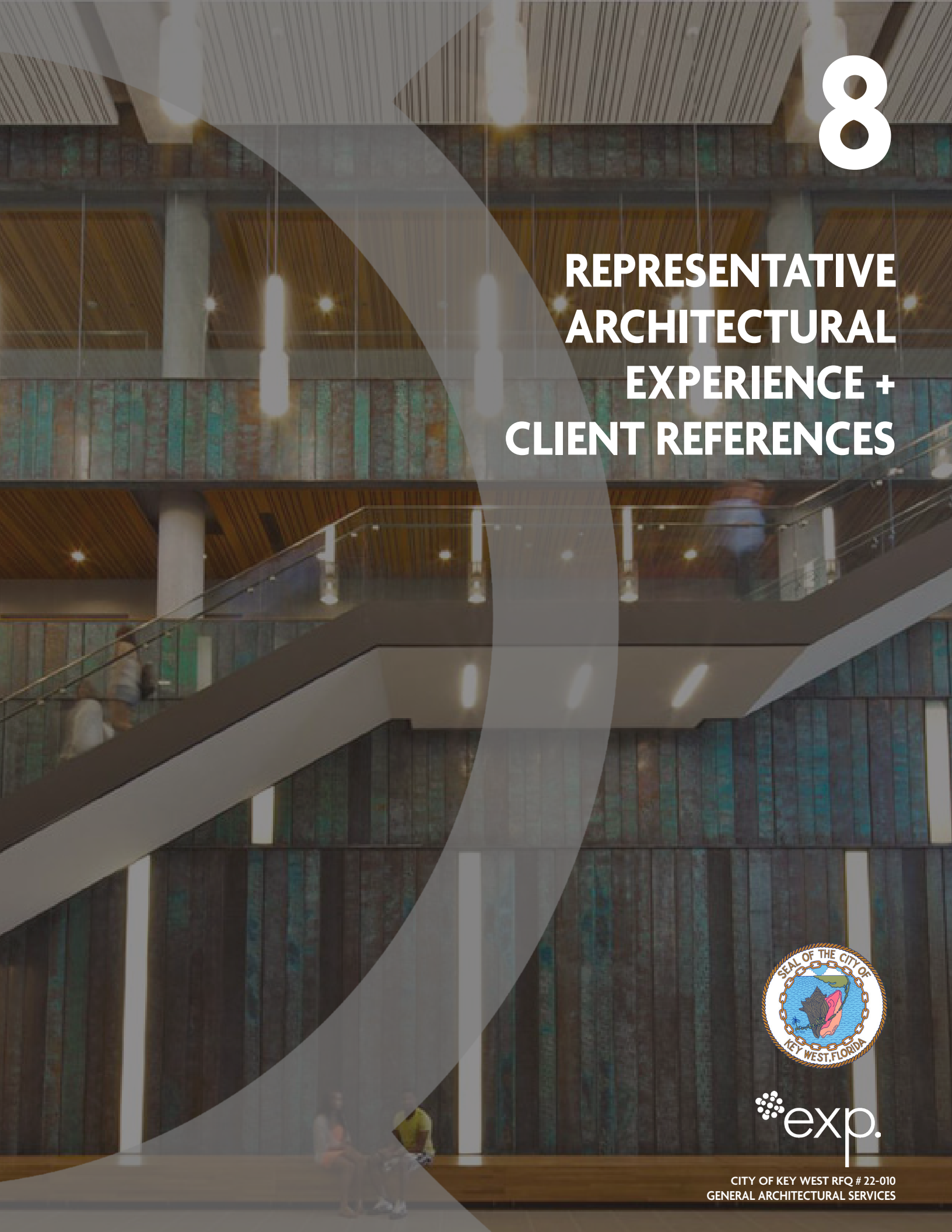
• The EXP team includes ***experts*** in completing ***all aspects of this contract.***

• Our team is structured to perform the necessary activities ***efficiently, cost-effectively,*** and with ***high-quality deliverables.***

• ***EXP's senior staff*** will ***assist the Project Manager*** to deliver the work **within the budget, on schedule, and to an excellent quality standard.**

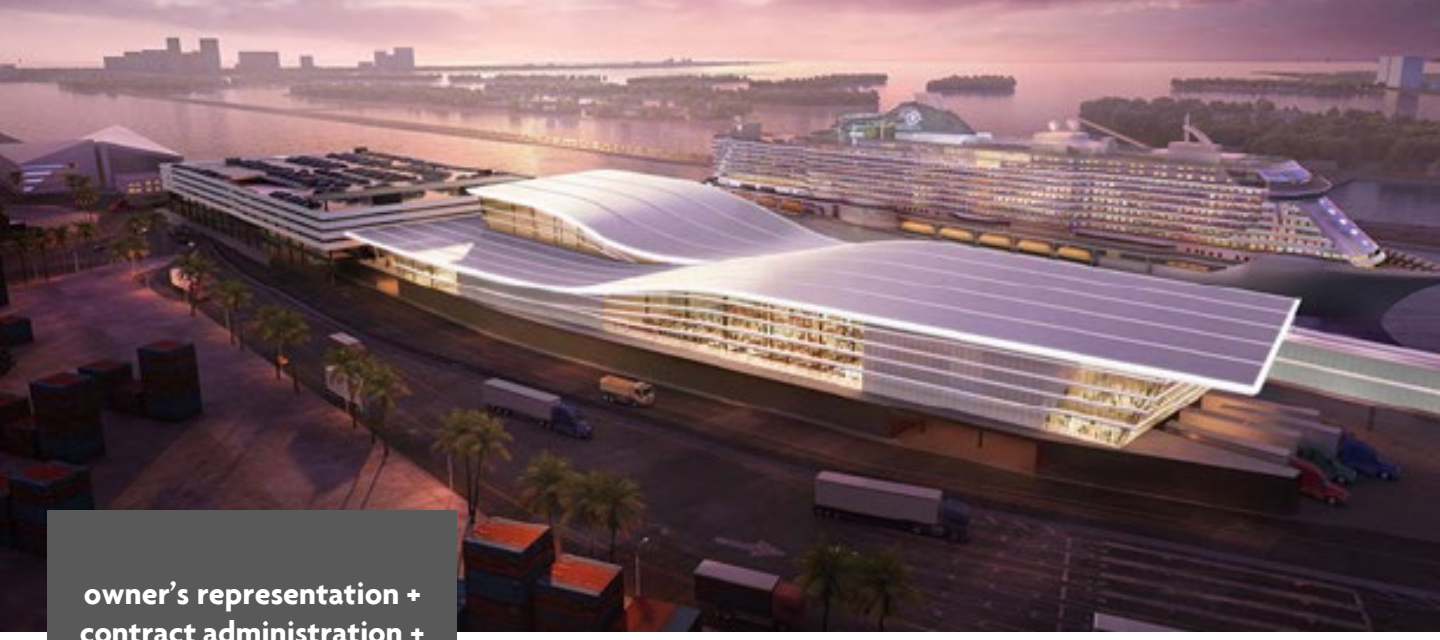
• The senior staff will provide ***ongoing review*** of the design, reports, and technical memos for content and conformance to relevant standards, grammatical errors, etc. This way, when the deliverable reaches the hands of the QA/QC experts, their focus will be on content, analysis, conclusions, and recommendations for reports and technical memos, and constructability and practicality of design solutions.





8

REPRESENTATIVE ARCHITECTURAL EXPERIENCE + CLIENT REFERENCES



owner's representation + contract administration + project and construction management services

EXPERIENCE LEVEL
Firm experience

YEARS
2021-Present

SERVICES
- Owner's Representation
- Contract Administration
- Project and Construction Management Services

AGENCY CONTACT
Elizabeth Ogden
PortMiami
t: 305.347.5521
Eogden@miamidade.gov

PORTMIAMI MSC TERMINAL - PORT REPRESENTATION SUPPORT SERVICES

Miami, FL

Known as the "Cruise Capital of the World", PortMiami's cruise port is the largest and busiest cruise port in the world and is part of PortMiami's 518-acre site. It accommodates over 6 million cruise passengers and 55 different cruise ships. EXP is providing Program Management/Owner's Representation and Peer Review services for a new $414 million mega-terminal that will be the world's largest cruise ship terminal with the capacity to service 3 vessels simultaneously processing 36,000 passengers daily. With the Terminal located at the easternmost site of PortMiami, Berth 8, the new terminal's concourses will extend to Berths 9 and 10 allowing the Port to accommodate the three simultaneously docked vessels once all construction is complete. In addition to state-of-the-art facilities for passenger services, the new terminal building will include office areas, a multi-level parking for at least 2,400 vehicles and a new road connection. As a non-traditional alternate delivery project where funding was provided to the cruise operator to manage the design and construction of the new iconic terminal, EXP's expert team is assisting PortMiami in the application of agreement language when there is not a direct connection between PortMiami, designer, and contractor. This nuanced approach is critical as claims may arise between the contractor, designer, and cruise operator with the likelihood of PortMiami being dragged into the issues that aren't theirs to resolve. EXP is actively engaged at different levels of the project to help ensure that the project continues moving forward, issues are resolved in a timely manner, and PortMiami makes timely decisions when needed to resolve their issues.

architectural + project management + construction management services

EXPERIENCE LEVEL
Architect + Firm Experience

YEARS
2019-2021

SERVICES
- Architectural Services (Site Investigation/Development, Zoning and Building Code Research, Design Construction Documents)
- Project Management Services
- Construction Services

AGENCY CONTACT
Miami Shores Montessori
Sylvia Laurent, Owner
t: 305.756.7733

Miami Shores Montessori School

Miami Shores
Miami, FL

The Miami Shores Montessori project is a new 2 story educational project located in Miami Dade county, close to Miami Shores and Biscayne Park. The new facility is a free-standing new build on a vacant property that is adjacent to the exiting Montessori campus. The project scope includes full site development, including landscaping and circulation as well as civil upgrades, including a new pump station.

The building houses classrooms, a student lab, office and staff lounge as well as connected outdoor play areas and circulation to the existing campus. The project seeks LEED Gold or higher certification and is registered with the USGBC.

As architect of record, Mr. Eilert led the program development, site investigation and concept design. Followed by presentations to stake holders and input from staff, the development of the design, assistance with contractor selection and full construction document development. The project was submitted for permit with Miami Dade county.

architectural + project management services

EXPERIENCE LEVEL
Architect + Firm Experience

YEARS
2017-2019

SERVICES
- Architectural Services (Site Investigation/Development, Zoning and Building Code Research, Design Construction Documents)
- Project Management Services

AGENCY CONTACT
HiCube Holdings, LLC
Robert Ziehm
t: 305.804.4848
ziehmUSA@aol.com

HiCube Wynwood

Wynwood
Miami, FL

Design services as architect of record for a new mixed use 8 story structure in Wynwood, Florida. the project includes 2 levels of underground parking, street level retail, flex office space and 4 levels of hotel with a rooftop terrace and pool. The project was fully designed for the client and Zoning approval obtained from the city of Miami.

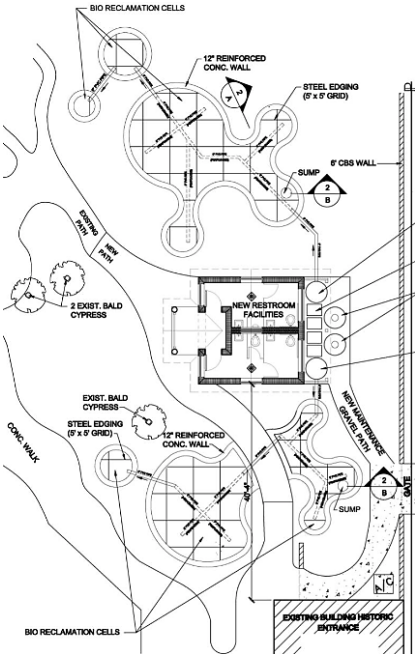
architectural services + sustainability services

EXPERIENCE LEVEL
Architect Experience

YEARS
2011

SERVICES
- Architectural Services
- Sustainability Design

AGENCY CONTACT
Village of Pinecrest



Pinecrest Gardens
Low Garden Bathrooms

Village of Pinecrest
Miami, FL

The Village of Pinecrest asked S.E.A. to provide a design for a new bathroom structure adjacent to the historic original entrance to the park. The free-standing building had to blend into the existing park design and feature sustainable building practices, especially focusing on water conservation.

The building was designed with exposed beams and raters and a keystone façade to match the adjacent historic structure. To focus on water savings, the original design featured composting toilets and a system of two natural, planted tanks to filter the affluent residual water from the lavatories and compost excess. Unfortunately, HRS did not approve the system and it was changed to a standard septic system. Fixtures were revised to very high efficiency and a waterless urinal. Excellent cross ventilation, LED lighting and non-VOC paint complete the sustainable design.

Coastland Construction fully embraced the sustainable concepts and design and executed a wonderful structure for the Village and the public.

architectural + project management + construction management services + international consultant coordination

EXPERIENCE LEVEL
Architect Experience

YEARS
2016-2019

SERVICES
- Architectural Services (Zoning and Building Code Research, Design Construction Documents)
- Project Management Services
- Construction Management Services
- International Consultant Coordination

AGENCY CONTACT
Consulate General
Almut Henkelman-Siaw, Vice Consul
t: 305.358.0290
vw-1@miami.auswaertiges-amt.de

Consulate General of the Federal Republic of Germany

Downtown Miami
Miami, FL

Full update of 10,000 SF office space comprising the entire floor of the building. The update primarily focused on security improvements and safety updates between the public and the secured office area and the respective inter-phase. Included were a safety lock with bullet proof security measures and public service counters, coordinated directly with a propitiatory German vendor.

The project includes compliance with US and German ADA standards and circulation requirements, interconnected IT networks (proprietary), as well as local security integration.

Layout changes to accommodate secure circulation of staff and visitors with full AC and lighting updates as well as office finishes. New conference room, kitchen staff lounge and public and private restrooms.

9

SWORN STATEMENTS + AFFIDAVITS

CITY OF KEY WEST RFQ # 22-010
GENERAL ARCHITECTURAL SERVICES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Insurance America Inc	24554
INSURER B : National Fire Insurance Company of Hartfor	20478
INSURER C : XL Specialty Insurance Company	37885
INSURER D : Continental Casualty Company	20443
INSURER E : AIG Insurance Company of Canada	B1206
INSURER F :	

INSURED
EXP U.S. Services, Inc
201 Alhambra Circle, Suite 800
Coral Gables, FL 33134

COVERAGES

CERTIFICATE NUMBER: W25765946 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	US00057823LI22A	03/31/2022	03/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 25,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	6076413496	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CA00002682LI22A	03/31/2022	03/31/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	6072004033	03/31/2022	03/31/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability		Y	061127095	03/31/2022	03/31/2023	Per Claim Aggregate	$3,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: City of Key West | RFQ # 22-010 - General Architectural Services

City of Key West 1300 W hit e S treet Ke y W est, F L 33040 is included as an Additional Insured with respect to General Liability and Auto Liability policies.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force

CERTIFICATE HOLDER

EXP U.S. Services Inc.
201 Alhambra Circle, Suite 800
Coral Gables, FL 33134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED EXP U.S. Services, Inc 201 Alhambra Circle, Suite 800 Coral Gables, FL 33134
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability and Workers Compensation policies as permitted by law.

The Company agrees to waive this right of subrogation against the client of the Insured to the extent that the Insured had, prior to a Claim, a written agreement to waive such rights.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein response will be paid to any employee 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:_____
Kyle Henry

sworn and prescribed before me this 9 day of September, 2022

NOTARY PUBLIC, State of Florida _____

Brianna Katherine Gagliardi, Notary

My commission expires: 07/07/2025

BRIANNA KATHERINE GAGLIARDI
MY COMMISSION # HH 150113
EXPIRES: July 7, 2025
Bonded Thru Notary Public Underwriters

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

9 day of September, 2022.

_____
NOTARY PUBLIC, State of Florida at Large

BRIANNA KATHERINE GAGLIARDI
MY COMMISSION # HH 150113
EXPIRES: July 7, 2025
Bonded Thru Notary Public Underwriters

My Commission Expires: 07/07/2025

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted for Kyle Henry, Vice President
(print individual's name and title)

by EXP U.S. Services Inc.
(print name of entity submitting sworn statement)

whose business address is 201 Alhambra Circle, Suite 800, Coral Gables, FL 33134

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

46-0523964
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

2. 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or po litical subdivision of any other state or of the United States and involving antitrust, fraud, th eft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. 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 agent who are active in the management of a n affiliate. The ownership by one person of shares constituting a controlling intere st in another person, or a pooling of equipment of income among persons when not f or 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute means a ny natural person or entity organized under the laws of any state or of the United States wit h the legal power to enter into a binding contract and which bids or applies to bid on contract s for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those office rs, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

___X_____Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convict ed of a public entity crime subsequent to July 01, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FO R THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBE R 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATI ON CONTAINED IN THIS FORM.

_____
(SIGNATURE)

09/09/2022
(DATE)

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority
Kyle Henry who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
9 day of Sept., 2022

_____NOTARY PUBLIC

My commission expires: 07/07/2025

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of EXP U.S. Services Inc.

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: Kyle Henry, Vice President

Sworn and subscribed before me this 9 day of September 20 22 .

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 07/07/2025

BRIANNA KATHERINE GAGLIARDI
MY COMMISSION # HH 150113
EXPIRES: July 7, 2025
Bonded Thru Notary Public Underwriters

CONE OF SILENCE AFFIDAVIT

Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)

STATE OF Florida)
: SS

COUNTY OF Monroe)

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

9 day of September, 20 22 .

BRIANNA KATHERINE GAGLIARDI
MY COMMISSION # HH 150113
EXPIRES: July 7, 2025
Bonded Thru Notary Public Underwriters

Brianna Katherine Gagliardi

NOTARY PUBLLIC, State of Florida at Large

My Commission Expires: 7/7/2025

Sec. 2-773. Cone of Silence.

(a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

(1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Completive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

(2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.

(3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.

(5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a ARCHITECT, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.

(b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

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

(2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;

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

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

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

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

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

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

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

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

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

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

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

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

(8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) *Procedure.*

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

(2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation or takes other action w hich ends the competitive solicitation.

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

(e) *Violations/penalties and procedures.*

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

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

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

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

(5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section. *(Ord. No. 13-11, § 1, 6-18-2013)*

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

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

COMPANY SEAL

PROPOSER: EXP U.S. Services Inc.

Address: 201 Alhambra Circle, Suite 800
Coral Gables, FL 33134

Signature

Kyle Henry
Print Name

9/9/2022
Date

Vice President
Title

NOTARY FOR THE PROPOSER

STATE OF__F lorida

COUNTY OF_Monroe

The foregoing instrument was acknowledged before me this __9___day of _ Sept. _, 20__22. By__Kyle Henry of EXP U.S. Services Inc. (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)

or has produced_____as identification. __X___ Personally Known.

_____

Signature of Notary

BRIANNA KATHERINE GAGLIARDI
MY COMMISSION # HH 150113
EXPIRES: July 7, 2025
Bonded Thru Notary Public Underwriters

Brianna Katherine Gagliardi

Return Completed form with Print, Type or Stamp Name of Notary

Supporting documents to: City of Key West Purchasing

Title or Rank Business Development Associate + Notary

Procurement Requirements: 2 CFR 200

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

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

   1) Non-government Conflicts

      a) A firm shall not submit a response or enter into a contract with the City if the contract would result in the proposer having a conflict of interest. As used herein, the term conflict of interest shall mean:
         i. The firm's contract with another customer or entity will be averse to the interest of the City; or
         ii. There is a significant risk that the interest of the City will be materially impacted by the firm's responsibilities to a current customer or entity, a former customer or entity or any other third party.

      b) Notwithstanding the existence of a conflict of interest under paragraph (a), a firm may submit a proposal and enter into a contract with the City if:
         i. The firm reasonably believes that they will be able to provide competent and diligent representation to each affected customer or entity and;
         ii. The conflict of interest is not prohibited by law and;
         iii. The proposal or contract does not involve the assertion of a claim by one customer or entity against another represented by the firm in the same project or other proceeding

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

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

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

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

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

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

5. Unnecessary or Duplicative Items: Provide for a review of proposed procurements to avoid

purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

6. Federal Excess and Surplus Property: The City encourages the use of Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

7. Settlement of All Contractual and Administrative Issues: The City alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the City unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

8. Local Preference: Local preference is not allowed.

9. Domestic Preferences for Procurements: As appropriate and to the extent consistent with law, the City, to the greatest extent practicable under a Federal award, prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States. For the purposes of this section:

    1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

    2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. E-Verify (Execute Order 11-116): Consultant:

    1) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the contract term; and

2) Shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. Executive Order 11246: Compliance with Executive Order 11246 of September 24, 1965, entitled ``Equal Employment Opportunity," as amended by Executive Order11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

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

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

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

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

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

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

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

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

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under

Federal Awards

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

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

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

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

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

work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award

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

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

In the event CDBG funding is obtained:
24 CFR 135.38

§ 135.38 Section 3 clause.
All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under

this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Exhibit B

Submitter Ranking Form

Project Name: **General Architectural Services**

Project Number: RFQ #22-010

Firm
EXP U.S. Services Inc.

Date
9/9/2022

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Specialized experience and technical competence of the firm in the listed disciplines.	30	
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	20	
Past Work Experience	20	
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	15	
Ability to complete required services with in-house staff	10	
Other certifications including LEED certified staff professionals	5	
Total Points	**100**	