



## RESPONSE TO CITY OF KEY WEST RFQ 23-004



REECE & WHITE LAND SURVEYING, INC.  
31193 Ave. A, Big Pine Key Florida



## **Introduction Cover Letter**

Reece & White Land Surveying, Inc. d/b/a Reece & Associates is pleased to submit our qualifications for consideration to provide Professional Surveying Services on a Continuing Contract Basis to the City of Key West. We understand that the project scope is to provide professional surveying and mapping services necessary for acquisition or management purposes.

These task driven assignments may include Boundary/Property surveys, Topographic, Specific Purpose surveys, (easement, roadway, and right-of-way surveys), general surveying and mapping (i.e., acquisition boundary surveying, preparation of legal descriptions, line staking of areas defining categories of value or ownership/parcel mapping and construction layout. A project team has been assembled with the necessary experience and skills to successfully complete the requested services. We are committed to providing City of Key West with professional surveying & mapping services that meet or exceed your expectations. We will work closely with the City of Key West to make sure the budget and schedule are adhered to and that any issues that may arise will be resolved without comprising the projects schedule.

Our previous experience in the surveying and mapping profession on numerous projects in Monroe County and its municipalities as well as our successful working relationships with local government clients and various water management districts are why we believe Reece & Associates is best qualified for delivering exceptional services to the City of Key West. If selected, Reece & Associate Big Pine Key sole office located at 31193 Ave. A Big Pine Key, FL will be responsible office for this contract. I, Robert E. Reece, PSM, director, will serve as the principal-in-charge for the proposed contract, and Kristine Beal, President will serve as the Project Manager and Primary Contact.

Providing our clients with exceptional solutions to their needs remains our underlying theme and is the most important part of any statement on past performance. We appreciate the opportunity to respond to this request and know that given the opportunity, the City of Key West will benefit from our extensive experience in the industry.



## **Summary of Expertise and Technical Competence**

Reece & Associates prides itself on staying current with technology and retaining professionals to continue to provide for our clients growing needs. We have three licensed surveyors on staff and a surveyor in training. We utilize both the Florida Department of Transportation's (FDOT's) Florida Permanent Reference Network (FPRN) and the Trimble Network for Real-Time Kinematic (RTK) GPS methods. When GPS surveying is not possible or applicable, we are also equipped to perform conventional surveying and mapping methods of leveling and traversing depending on each projects particular scope and tolerances. Our drafting department utilizes the latest version of AutoCAD Civil 3D and years of experience in producing many different types of survey maps.

## **Experience in Key West and Monroe County**

Mr. Robert E. Reece, our founder, surveyor of record and director has been surveying and mapping in the Florida Keys since 1995. In 1999 our firm merged with one of the oldest surveying firms in the City of Key West, Phillips and Trice Land Surveying. Our company maintains a database of survey data, maps, and records dating back to the late 20<sup>th</sup> century in the City of Key West and throughout Monroe County.

We have performed thousands of surveys in the City of Key West and Monroe County and have established both vertical and horizontal control networks throughout the Florida Keys.

## **Internal Peer Review Procedures**

Each process is reviewed and checked by the department supervisor to ensure quality and completeness. This is also used for yearly evaluations for employees and monthly evaluations for probationary employees.

1. A field crew is assigned to complete the field work
2. Field Supervisor checks the field work for quality and completeness then approves or rejects work or performance. It is documented in employee evaluation notes. If The work is returned to the employee with an explanation off the rejection, so they can correct the work.
3. A draftsman is then assigned to complete the drafting.
4. Drafting Supervisor checks the drafting work for quality and completeness. Wperformance is documented in employee evaluation notes. If The work is returned to the employee with an explanation off the rejection, so they can correct the work.
5. The surveyor of record then checks all work to ensure the quality and completeness of all work completed and documentation.



## Professional Qualifications, Certifications and Availability of Staff



Director, Surveyor of Record

### Robert Reece, PSM State of Florida, LS 5632

With almost 40 years of experience, Bob supervises assignments related to control, design, boundary, and topographic surveys. Bob is a full-time resident of the City of Key West.

#### Relevant Experience

Mr. Robert E. Reece, our founder and director has been Surveying and Mapping in the Florida Keys since 1995. In the beginning, Reece & White Land Surveying, Inc. began as Lender Services with 2 employees, Bob, and his wife Judy. Over the last 25 years the company has grown into Reece & Associates now employing 15 people full time, including 3 Professional Surveyor and Mapper's and a Land Surveyor in Training. Through this growth, Reece & White Land Surveying, Inc. has remained headquartered on Big Pine Key.



President

### Kristine Beal

#### Relevant Experience

Owner and President of Reece & White Land Surveying, Inc., Kris began her career in Land Surveying as an employee at Lender Services with Bob and Judy Reece in 1997. With more than 25 years of experience in all aspects of surveying, Kris serves as the manager of operations. Kris has local knowledge of multiple municipalities' requirements and workflows. Kris also assists Bob with project management needs as they present themselves.



## Professional Qualifications, Certifications and Availability of Staff



Senior Project Surveyor,  
Field

### Rob White, PSM State of Florida, LS 6688

#### Relevant Experience

As a Senior Project Surveyor, Rob has over 35 years of experience in all aspects of surveying including construction stake-out, boundary, sectional breakdown, topographic and bathymetric surveys. Rob has extensive local knowledge of the unique environment of the Florida Keys and has performed thousands of surveys in Monroe County. Rob is a full time resident of Big Pine Key and is 100% available to work on any contracts that may be awarded by the City of Key West.



Senior Project Surveyor,  
Office

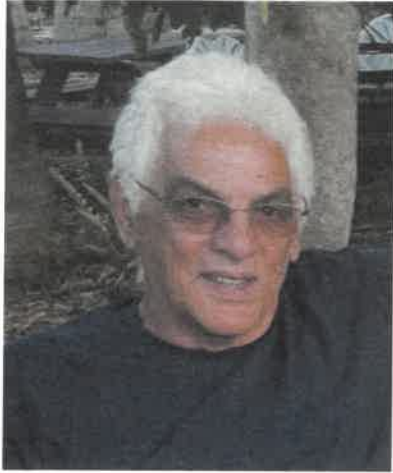
### Jason Adams, NSPS CST III

#### Relevant Experience

As a Project Surveyor, Jason is responsible for all aspects of survey project management including field crew scheduling and dispatch, the supervision and standardization of the collection of field survey data and its transition to the finished project, including final calculations, Digital Terrain Models and CAD deliverables. With more than 25 years of experience in surveying and mapping Jason's specialties include public land system boundary surveys, topographic design surveys, Lidar static and mobile scanning surveys, along with extensive experience in construction layout. Jason was formerly part of the Design Counsel for a major national engineering firm, and instrumental in the standardization and ongoing transition of its Geomatics to AutoCAD Civil 3D. Over the last several years Jason has been involved in static and mobile Lidar Scanning including data collection, post processing, data extraction, and production of final deliverables. Jason resides in Clearwater Florida and is 100% available to work on any contracts that may be awarded by the City of Key West.



## Professional Qualifications, Certifications and Availability of Staff



### **Gino Furlano,** PSM State of Florida, LS 5044

#### **Relevant Experience**

Gino is responsible for review and quality control on all projects. With 30 years of experience in all aspects of the driven assignments on all tasks in conjunction with senior staff in the surveying and mapping profession. Gino is a full time resident of the City of Key West and is 100% available to work on any contracts that may be awarded by the City of Key West.

Director, Lead Quality Control



### **Richard Velez, LSIT**

#### **Relevant Experience**

Richard has a comprehensive background in engineering. With an Associates of Science in Engineering and a Bachelor of Science in Computer Engineering from the University of Central Florida, Richard graduated from the University of Florida Geomatics program and received his LSIT designation. Richard has been surveying under the responsible charge of Mr. Reece for the last four years. Richard is a full time resident of Big Pine Key and is 100% available to work on any contracts that may be awarded by the City of Key West.

Project Surveyor, Field



## **Examples of Surveying Projects**

### **ALTA/NSPS Land Title and Topographic Survey**

**Project:** 2407 & 2409 N. Roosevelt Boulevard, Key West

**Client:** Sam Napp, Montgomery Street Partners

**Office phone:** 214-347-7762

**Reece Team:** Rob White, JJason Adams, Kris Beal and Bob Reece

**Fee:** \$12,000

### **Specific Purpose and Tidal Water Survey**

**Project:** Dinghy Beach at Beachside Marriot, Key West

**Client:** Todd Stoughton, Assistant City Manager, City of Key West

**Direct Phone:** 305-809-3811

**Client:** Mary Spottswood, Esq., Spottswood, Spottswood, Spottswood and Sterling.

**Direct Phone:** 305-395-8715

**Reece Team:** Rob White, Kris Beal and Bob Reece

**Fee:** \$2,900.00

### **ALTA/NSPS Land Title Survey and Elevation Certificates**

**Project:** Marquesa Hotels, Key West

**Client:** Jamie Colee, Noble House Hotels and Resorts

**Office Phone:** 452-827-8737

**Reece Team:** Rob White, Jason Adams, Kris Beal, Gino Furlano, Richard Velez and Bob Reece

**Fee:** \$24,500

### **Multiple Surveys. Boundary, Topographic, Bathymetric, Right-of-way, Construction Layout**

**Project:** Valhalla Phase I and Phase II, Grassy Key - Crawl Key, Marathon

**Client:** Tim Mahoney, Floridian Holdings, Inc.

**Direct Phone:** 407-592-9429

**Reece Team:** Rob White, Jason Adams, Kris Beal, Gino Furlano, Richard Velez and Bob Reece

**Fees:** \$200,000

### **Specific Purpose Survey, Construction Layout and Elevation Certificates**

**Project:** Key Colony Beach Club Condominium

**Client:** Tina Martineau, Key Colony Beach Club, Condominium Inc.

**Direct Phone:** 781-630-0976

**Reece Team:** Rob White, Jason Adams, Kris Beal, Gino Furlano and Bob Reece

**Fees:** \$12,000



## ANTI-KICKBACK AFFIDAVIT

[illegible]

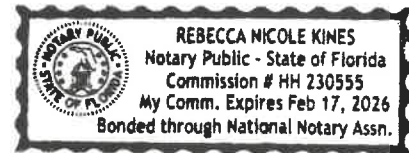
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Bimal

Sworn and subscribed before me this

29 day of March, 2023.

Rebecca N Kines  
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: Feb 17, 2026



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

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

1. This sworn statement is submitted with Bid, Bid or Contract No. RFQ 23-004 for City of Key West
2. This sworn statement is submitted by Reece & White Land Surveying, Inc.  
(Name of entity submitting sworn statement)  
whose business address is 31193 Ave A Big Pine Key FL 33043 and (if applicable) its Federal  
Employer Identification Number (FEIN) is 27-2792511 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)
3. My name is KRISTINE BEAL and my relationship to  
(Please print name of individual signing)  
the entity named above is PRESIDENT
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter



into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

(Signature)

STATE OF Florida (Date)

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the

space provided above on this 29 day of March, 2023.

My commission expires:  
NOTARY PUBLIC

Feb 17, 2026 Rebecca N Kines





**NON-COLLUSION AFFIDAVIT**


STATE OF FLORIDA                    )  
  : SS  
COUNTY OF MONROE                    )

I, the undersigned hereby declares that the only persons or parties interested in this Request for Qualifications are those named herein, that this Request for Qualifications is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Request for Qualifications is made without any connection or collusion with any person submitting another Request for Qualifications on this Contract.

By: 

Sworn and subscribed before me this

29 day of March, 2023.

  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Feb 17, 2026





## **CITY OF KEY WEST INDEMNIFICATION FORM**

CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, City's Consultant, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the CONTRACTOR, its SUBCONTRACTOR(S), 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 CONTRACTOR 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. Nothing contained herein shall be construed to alter or waive the City's sovereign immunity under 768.28, Florida Statutes. CONTRACTOR understands and agrees that any and all liabilities regarding the use of any subcontractor for services related to this agreement shall be borne solely by the CONTRACTOR. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. Ten dollars of the consideration paid by the City is acknowledged by CONTRACTOR as separate, good and sufficient consideration for this indemnification.

This indemnification shall be interpreted to comply with Section 725.06 and 725.08, 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, or persons employed or utilized by CONTRACTOR. The CONTRACTOR'S obligation to indemnify, defend and pay for the defense of the CITY, or at the CITY's option, to participate and associate with the CONTRACTOR in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the CONTRACTOR'S receipt of the CITY'S notice of



claim for indemnification. The notice of claim for indemnification shall be deemed received if the CITY sends the notice in accordance with the formal notice mailing requirements set forth in this AGREEMENT.

The CONTRACTOR'S evaluation of liability or its inability to evaluate liability shall not excuse the CONTRACTOR'S duty to defend and indemnify the CITY under the provisions of this AGREEMENT. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the CITY was solely negligent shall excuse performance of this provision by the CONTRACTOR.

The CONTRACTOR'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 CONTRACTOR's limit of or lack of sufficient insurance protection. This indemnification shall continue beyond the date of completion of the work.

COMPANY SEAL

CONTRACTOR: Reece + White Land Surveying,

Address 31193 Ave A  
Big Pine Key FL  
38043

Signature [Handwritten Signature]

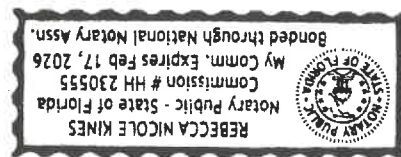
Kristine Beal 3-29-2023  
Print Name Date

President  
Title

NOTARY FOR THE CONTRACTOR

STATE OF Florida

COUNTY OF Monroe





The foregoing instrument was acknowledged before me by means of [ ] physical presence, or [ ] online notarization, this 29 day of March, 2023, by \_\_\_\_\_, authorized person of \_\_\_\_\_ on behalf of the Company.



Rebecca N Kines  
Signature of Notary Public-State of Florida

Rebecca N Kines  
Name of Notary

Personally Known ✓

OR Produced Identification \_\_\_\_\_

Type of Identification  
Produced \_\_\_\_\_



**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 \_\_\_\_\_ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

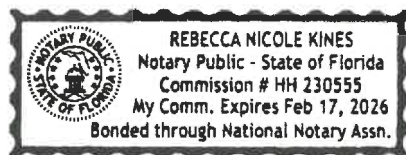
By: [Signature]

Sworn and subscribed before me this

29 day of March, 2023.

Rebecca Kines  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Feb 17, 2026





**City Ordinance Sec. 2-799**  
**Requirements for City Contractors to Provide Equal Benefits for Domestic Partners**

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
  - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
  - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
  - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
  - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
  - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration,



or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

- (8) ***Equal benefits*** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or  
his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

(c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material



- breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
  - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
  - (2) The city may terminate the covered contract; or
  - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
  - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
  - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, the acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
  - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.




- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
  - a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.



**CONE OF SILENCE AFFIDAVIT**

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 \_\_\_\_\_ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

  
\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
3 - 29 - 23  
(date)

Sworn and subscribed before me this

29 Day of March, 2023.

Rebecca N Kines  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Feb 17, 2026





**City Ordinance 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. Competitive 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 consultant, 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 member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
    - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.



- (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
- (3) Oral communications at duly noticed pre-bid conferences;
  - (4) Oral presentations before publically 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 which 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)



## **Procurement Requirements: 2 CFR 200**

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

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

### **1) Non-government Conflicts**

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

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

2. Full and Open Competition: All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of §200.319 & §200.320.
3. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
  - 1) The City will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
  - 2) Affirmative steps shall include:



- i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
  - vi) Requiring the prime contractor, if subcontracts are to be let to take the affirmative steps listed in paragraphs (e)(2) (i) through(v) of this section.
4. **Procurements of Recovered Materials:** The City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
5. **Unnecessary or Duplicative Items:** Provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
6. **Federal Excess and Surplus Property:** The City encourages the use of Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
7. **Settlement of All Contractual and Administrative Issues:** The City alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the City unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.
8. **Local Preference:** Local preference is not allowed.
9. **Domestic Preferences for Procurements:** As appropriate and to the extent consistent with law, the City, to the greatest extent practicable under a Federal award, prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States. For the



purposes of this section:

- 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

11. Executive Order 11246: Compliance with Executive Order 11246 of September 24, 1965, entitled

"Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

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

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

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



14. Records Retention: Retention of all required records for six (6) years after final payments are made and all other pending matters are closed.
15. Convicted Vendor List 287.133(2)(a), F.S.: check the convicted vendors list prior to making any awards to ensure that contracts greater than \$35,000 are not awarded to convicted vendors for a period of thirty-six (36) months following the date of their placement on the convicted vendors list.
16. Discriminatory Vendor List 287.134(2)(a), F.S.: check the discriminatory vendors list prior to making any awards to ensure that contracts are not awarded to vendors on the discriminatory vendors list.
17. Monthly and Quarterly Monitoring: The selected firm will provide monthly and quarterly documentation and reports regarding status, changes, and other details as per stipulated grant requirements for submittal by the City.

**In addition, Appendix II to Part 200 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](#).




**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: <u>Reece + White</u>		
Vendor FEIN: <u>27-2792511</u>		
Vendor's Authorized Representative Name and Title: <u>Kristine Beal, President</u>		
Address: _____		
City: _____	State: _____	Zip: _____
Phone Number: _____		
Email Address: _____		

SECTION 287.135(2)(A), FLORIDA STATUTES, PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OF ANY AMOUNT IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, CREATED PURSUANT TO SECTION 215.4725, FLORIDA STATUTES, OR IS ENGAGED IN A BOYCOTT OF ISRAEL. SECTION 287.135(2)(B), FLORIDA STATUTES, FURTHER PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OVER ONE MILLION DOLLARS (\$1,000,000) IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, BOTH CREATED PURSUANT TO SECTION 215.473, FLORIDA STATUTES, OR THE COMPANY IS ENGAGED IN BUSINESS OPERATIONS IN CUBA OR SYRIA.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT SUCH COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS AND TERMINATION OF THE CONTRACT AT THE OPTION OF THE AWARDING GOVERNMENTAL ENTITY.

CERTIFIED BY:	
_____ <small>PRINT NAME</small>	_____ <small>PRINT TITLE</small>
WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.	
Authorized Signature: <u></u>	



## LOCAL VENDOR CERTIFICATION

### PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798

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

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

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

Business Name Reese + White

Phone: 305-872-1349

Current Local Address: 31193 Ave A

Fax: \_\_\_\_\_

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

Length of time at this address 2 yrs

[Signature]

3-29-23

Signature of Authorized Representative

Date

STATE OF Florida

COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 29 day of March 2023.

By Kristine Beal,

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

of Reese + White



(Name of corporation acknowledging)

or has produced \_\_\_\_\_ as identification

(type of identification)



Rebecca N Kines

Signature of Notary

Rebecca N Kines

Print, Type or Stamp Name of Notary

Return Completed form with

Supporting documents to:

City of Key West Purchasing

\_\_\_\_\_ Title or Rank





## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3866

### ADDENDUM NO. 1

#### Professional Surveying Services RFQ 23-004

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Request for Qualifications (RFQ) package is hereby amended in accordance with the following items:

**Questions:** Page 2 of the RFQ where states: Qualifications shall be limited to 20 double-sided pages, not including

A.3 Qualifications Criteria.

Does this mean section A.3 Qualifications Criteria is not part of the 20 double-sided pages? (We have various staff (resumes), and projects will exceed the 20-page limit)

In reference to the Tab Sections of the RFQ, are the tabs (dividers) included in the 20 double-sided pages? On page two, right after Section A.2 - the RFQ says, "Qualification packages shall be limited to 20 double-sided pages not including" is there supposed to be anything after the word included?

At the end of Section C.1, the RFQ says, "Total proposal length (not including required forms) will not exceed 20 double-sided (40 single) pages." Should firms follow the directions on this page limit section or the page limit information after Section A.2?

**Answer: Page 2 should state and be followed: "Qualifications shall be limited to 20 double-sided pages or 40 single pages, not including required forms or tabs."**

**Questions:** Page 4 of the RFQ Section C. Submission Detail: C.1 Response Information states Examples of five (5) traffic engineering projects. This is a Surveying RFQ. Are you looking for surveying projects or traffic engineering projects?

Section C.1 - "Response Information," says firms are to provide FDOT experience and examples for Traffic Engineering. Is this a typo in the RFQ, or should firms submit experience with FDOT and examples for Traffic Engineering?

**Answer: Page 4 C.1 should read "Examples of five (5) survey projects specific to this RFQ, completed within past 5 years."**

**Also, under C1. Disregard the statement "Experience with Key West, Monroe County and Florida DOT District 6."**

**Question:** Also, will you consider extending the Due date for this RFQ.

**Answer: The Due Date is March 29, 2023**



**Question:** There are three different outlines for the proposal preparation (A.2, C.1, and C.12); which should firms follow?

**Answer:** Please use A.2 outline on Page 1.

**Question:** In reference to the LOCAL VENDOR CERTIFICATION, we have an office in Key Largo and a Business Tax with Monroe County. Will this be ok to submit?

**Answer: Yes, however: Page 5 C.7 License Requirements reads:**

**"The selected respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work."**

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

Reece & White LAND  
Surveying

Name of Business