REQUEST FOR QUALIFICATIONS FOR

PROFESSIONAL SURVEYING SERVICES

RFQ # 23- 004

MARCH 29, 2023

We Know The Florida Keys And The City Of Key West!

BRANCH OFFICE
402 Appelrouth Lane, Suite 2E
Key West, FL 33040
Phone: (305) 294-7770

CORPORATE OFFICE
50 S.W. 2nd Avenue, Suite 102
Boca Raton, FL 33432
Phone: (561) 392-2594
www.aviromsurvey.com

BRANCH OFFICE
2506 SE Willoughby Blvd.
Stuart, FL 34994
Phone: (772) 781-6266

COMPANY NAME:	Avirom & Associates, Inc.
CONTACT PERSON(S):	Michael D. Avirom, P.L.S., President mike@aviromsurvey.com Keith Chee-A-Tow, P.L.S., Lead Project Surveyor keith@aviromsurvey.com
ADDRESS:	402 Applerouth Lane, Suite 2E Key West, FL 33040
PHONE:	(305) 294-7770

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TAB

1

COVER LETTER

1 COVER LETTER

March 29, 2023

City Clerk
City of Key West
1300 White Street
Key West, Florida 33040

RE: RFQ 23-004 – PROFESSIONAL SURVEYING SERVICES

Avirom & Associates, Inc. is pleased to submit our response to the City of Key West and appreciate the opportunity to continue to build on our proven track record working with the city. Established in 1981 by Michael D. Avirom, the firm is a Florida Corporation dedicated solely to the land surveying profession.

We have held continuing contracts with agencies throughout Monroe County including Monroe County, the City of Key West, the Village of Islamorada and the Florida Keys Electric Cooperative. Our Key West office was established in 2009 and since its inception and under my direction has delivered relevant land surveying related services on projects and sites throughout the city. While our presence and reputation in the Florida Keys dates back to the firm's inception, we do not qualify for the city's Local Vendor Certification as 50% of our employees are not based in the Key West office. We do maintain a business license in the City of Key West and are pleased to support the city's economy as project assignments with Monroe County agencies frequently require our team members to stay in the area in support of local businesses including hotels, retailers, and restaurants.

The Avirom team includes 37 individuals and six registered land surveyors, four of whom are licensed drone pilots. Avirom & Associates is a qualified and experienced team of professionals who have worked together for decades to deliver services to municipalities throughout Florida including the City of Key West and the Florida Department of Transportation Region 6.

Avirom & Associates' portfolio includes boundary, topographic, and route of line surveys, platting, laser scanning, the use of unmanned aerial surveying systems and facilitating the design of community improvements. We are also proficient in construction layouts, as-builts and the preparation of easements.

Thank you for your consideration of our interest and qualifications as they pertain to this continuing contract. We value our longstanding relationship and commitment to service to our clients and look forward to the prospect of continuing to work with City of Key West building upon our long-standing reputation as your trusted land surveying team.

Respectfully submitted,

Keith M. Chee-A-Tow, P.L.S.
Senior Land Surveyor

TAB

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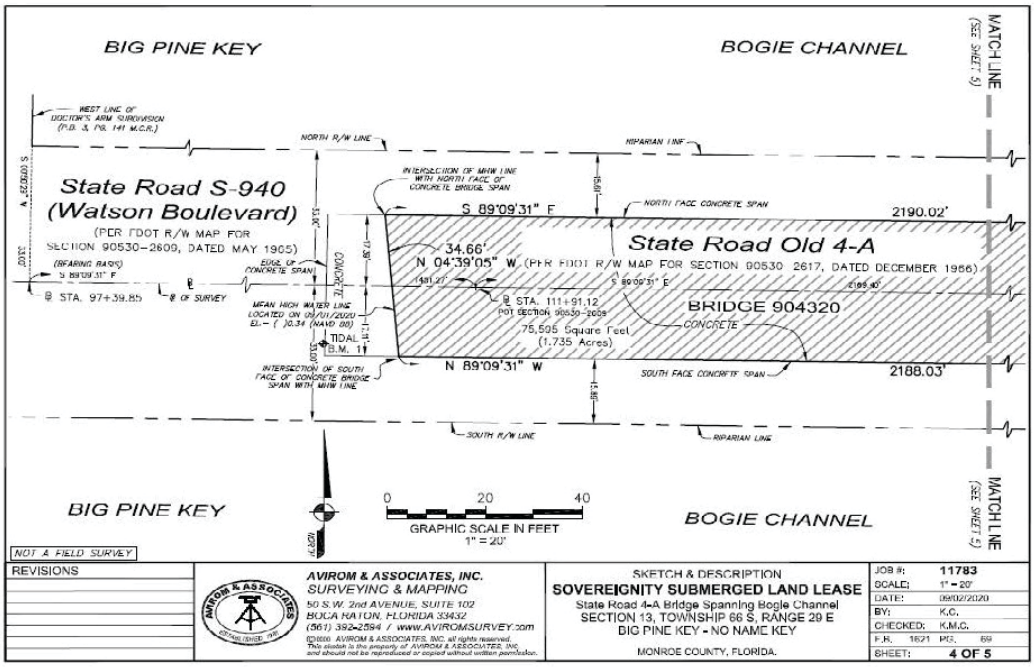
SUMMARY OF EXPERTISE AND TECHNICAL COMPETENCE

2 SUMMARY OF EXPERTISE AND TECHNICAL COMPETENCE

Established in 1981 and based in Boca Raton with branch offices in Key West and Stuart, Avirom & Associates, Inc. is a land surveying firm – dedicated solely to delivering land surveying services to our clients. We are one of a few land surveying firms in the state with six licensed surveyors, nine fully equipped field crews and seven CAD technicians on staff. We attribute much of our success to the tenure of our team as many of our employees have been with us for over 30 years.

Over our 42 years in business we have worked on major projects throughout Florida and the Florida Keys including a balance of assignments with public agencies and private development firms. We are confident, that given the opportunity, we will continue to exceed the City of Key West's expectations and build upon our project history.

Avirom & Associates, Inc.'s focus is on precision surveying and clear communication, both with the City of Key West and our staff. Our quality control/quality assurance policy guarantees that the drawings produced by our team are an accurate reflection of the information collected by our experienced crew in the field. We are on the cutting edge and current with technology with the advent of 3-dimensional laser scanning and drone capabilities.

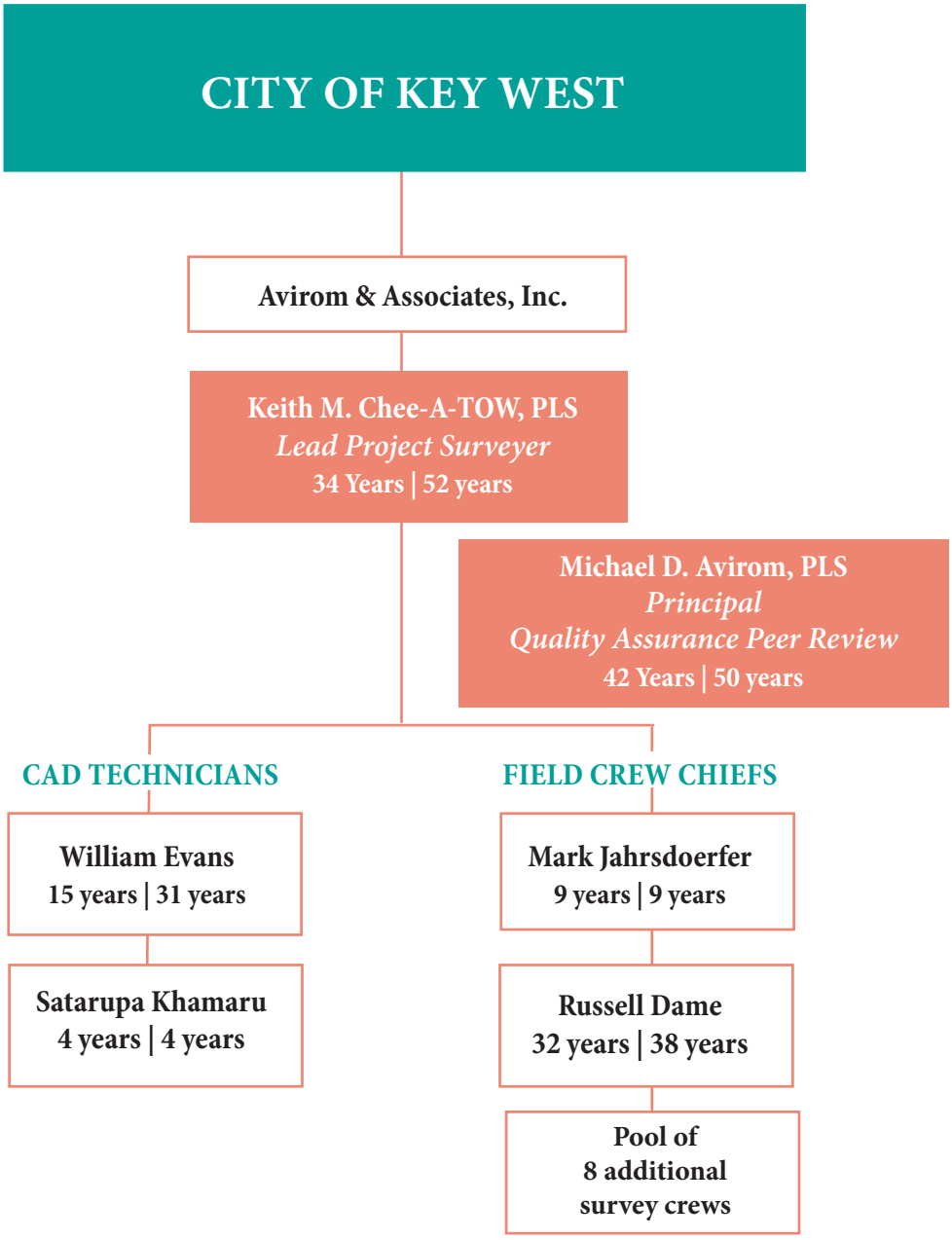


TAB

3

PROFESSIONAL QUALIFICATIONS AND CAPACITY OF STAFF ASSIGNED

ORGANIZATION CHART



Note: years with firm / years of surveying experience

RESUMES

KEITH M. CHEE-A-TOW

Professional Land Surveyor / LS5328 / Florida
Project Surveyor
Years with Avirom & Associates: 34
Total Years of Experience: 52

EDUCATION: 1974 / Bachelors, University of South Florida

PROFESSIONAL EXPERIENCE:
Keith Chee-A-Tow has nearly 52 years of land surveying experience and oversees Avirom & Associates' Monroe County operations. He has been working with the City of Key West for more than a decade and brings a broad portfolio of knowledge and relevant experience throughout the Florida Keys including boundary, topographic, hydrographic and GPS surveys, jurisdictional wetlands, aerial mapping and expert witness testimony. Keith is a qualified licensed pilot under FAA Part 107. He also serves as a Guest Lecturer at FAU, speaking on the subject of the "Legal Aspects of Land Surveying". Following is a selection of Keith's relevant projects:

Overseas Highway - boundary, topographic and tree survey; hydrographic survey

Big Pine Key Overlook (Swimming Hole) - boundary, mean high water line survey, topographic survey and wetland delineation survey

Monroe County Animal Shelter – boundary survey; sketch and graphic depiction of metes and bounds legal description

Marathon Airport - specific purpose survey of the location of the Precision Path Indicator (PAPI) lights

Rowell's Marina, Key Largo – boundary survey with location of Safe Upland according to the Florida Department of Environmental Protection (FDEP) requirements

Rockland Key – 3D laser scanning; boundary, mean high water line, topographic and wetland survey

Mandalay, Key Largo – 3D laser scanning; boundary, topographic and mean high water line survey

Key West International Airport – topographic survey of Feraldo Circle, commercial apron, departure hall/ restroom area (utilizing 3D scanner); detailed topographic survey of proposed EMAS system Runway 9; boundary survey; establish ground control on 13 ID points and 5 check points

Truman Annex – establish Riparian Rights Line; upland topographic survey and bathymetric survey

Rest Beach – boundary survey; topographic survey; DEP permit survey in accord with Rule 62B-33.0081

0 Duval Street – topographic and bathymetric survey

Monroe County Training Facility – boundary and topographic survey to support design of new facilities

Card Sound Road – LIDAR as-built specifications with canal depths; build right-of-way

Naval Air Station, Key West – boundary survey; topographic survey per NAVFAC survey requirements

Stock Island Landfill, Key West – topographic/monitor well survey; aerial topographic survey with color raster image; establish ground controls to support aerial mapping

RESUMES

MICHAEL D. AVIROM

Professional Land Surveyor / LS3268 / Florida
Principal
Years with Avirom & Associates: 42
Total Years of Experience: 50

EDUCATION:
1973 / Bachelor of Business Administration
1976 / Associates in Science / Land Surveying
1971 / Associate in Arts

PROFESSIONAL EXPERIENCE
Michael D. Avirom established Avirom & Associates, Inc. in 1981. Mr. Avirom graduated with a Business Administration Degree from Florida Atlantic University in 1973. He worked for a large surveying firm for a number of years and became a Florida Registered Land Surveyor in 1979. His surveying expertise in boundary, aerial control, topography, bathymetric and construction layout distinguishes him as a respected professional in the industry. Mike has been working in the Florida Keys since 1981 and has held a contract with the Angler's Club since 1985. His business acumen has created the successful firm that Avirom & Associates is today. Relevant project experience includes but is not limited to:

Marathon Airport - specific purpose survey of the location of the Precision Path Indicator (PAPI) lights at both ends of the runway

Pompano Beach Streetscapes - construction layout and record drawings for improvements along 3,800 linear feet of streetscape

Town of Palm Beach Undergrounding Project - Route of line surveys; sketch and descriptions for utility easements; construction services to facilitate mapping entire town for underground placement of FPL lines

Clematis Street Right-of-Way - Topographic survey using 3D laser scanning; construction layouts and as-builts

City of Boca Raton, Downtown Promenade - Base mapping of all existing above ground improvements, utilities, right-of-ways and easements for engineer's design

Delray Beach Master Plan (A-1-A south of Casurina Road to north end of public beach - Topographic survey; beach dune transects; sketch and descriptions;

Palm Beach Force Main Replacement Project, Palm Beach - Survey layout and prepare record drawings

Miami-Dade, Broward and Palm Beach Counties – Multiple Mean High-Water Line /Permit Surveys

RESUMES

MARK A. JAHRSDOERFER

Party Chief
Years with Avirom & Associates: 9
Total Years of Experience: 9

EDUCATION: 2019 / Bachelor of Science / Geomatics Engineering

PROFESSIONAL EXPERIENCE:
Mark joined Avirom & Associates, Inc. in 2014. He started his survey career as an Instrument Technician and was promoted to Party Chief in March of 2017. As he progressed with the company his success in the classroom showed his dedication to the field of land surveying. He graduated with a Bachelor of Science in Geomatics Engineering from Florida Atlantic University in 2019. He was awarded the Faculty Award for Outstanding Academic Achievement and Outstanding Leadership from the Department of Civil, Environmental & Geomatics Engineering. Types of surveys he is experienced in include boundary, topographic, route-of-line, bathymetric, ALTA/NSPS Land Title Surveys, FEMA elevation certificates and construction services. Mark has developed a thorough understanding of the procedures that transpire for all types of equipment that include Global Positioning System (GPS) and LiDAR (3D laser scanning). He has built an impressive resumes of projects throughout Monroe County.

Various Private Oceanfront/Intracoastal Waterway Properties in Town of Hillsboro Beach – Boundary, topographic, Mean High-Water Line, Coastal Construction Control Line, Erosion Control Line and DEP permit surveys; sketch and descriptions; tree surveys; specific purpose surveys with X and Y coordinates and submerged land lease field surveys; court exhibits for encroachments and riparian rights disputes

City of Key West –Topographic and route-of-line surveys of various streets throughout the city

Keys Overnight Temporary Shelter (KOTS) on Stock Island – Boundary survey, Mean High-Water Line Survey and Wetlands Delineation

Hillsboro Inlet South Jetty Restoration – Bathymetric survey

Boca Raton Hotel & Beach Club - Boundary, topographic and Mean High-Water Line survey; ALTA/NSPS Land Title Survey; FEMA elevation certificate; underground utilities mapping; specific purpose survey with X and Y coordinates and submerged land lease field survey

Mizner Grand, Boca Raton – Boundary, topographic, Mean High-Water Line survey and floor plan exhibit utilizing 3D laser scanning

East Martello Tower Fort – Topographic survey

Isla Bella Resort Knights Key, Monroe County – ALTA/NSPS Land Title Survey

Fort Zachary Taylor, Key West – Bathymetric survey

Boca Country Club Golf Course – Boundary survey and delineate encroachments along property lines

Delray Beach Country Club Golf Course – Boundary, topographic, route-of-line and tree survey for the design and installation of new reclaim water line and improvements

Home Depot, Key West – Terrestrial LiDAR scan survey

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5328**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

KEITH M CHEE-A-TOW
1355 E LANCEWOOD PL
DELRAY BEACH, FL 33445-1273

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB3300**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

AVIROM & ASSOCIATES INC
50 SW 2ND AVE #102
BOCA RATON, FL 33432-4799

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

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TAB

EXPERIENCE WITH KEY WEST AND MONROE COUNTY

WE ARE CONTINUING CONTRACT SPECIALISTS!

Avirom & Associates specializes in providing the highest level of land surveying services to municipal and private development clients throughout the South Florida region with an emphasis on Continuing Contracts with public agencies. We have enjoyed a decade of relevant projects and relationship building with the City of Key West and Monroe County and its staff and would welcome the opportunity to continue to deliver superior service as an extension of the City's team.

MUNICIPALITY/AGENCY	CONTRACT START/CONTRACT END
City of Coral Springs	October 2015/December 2023
City of Delray Beach	November 2001/August 2022
City of Key West	March 2018/April 2023
Martin County	October 2015/January 2024
Monroe County	May 2016/Present (pending renewal)
Town of Lauderdale-By-The-Sea	May 2017/May 2022 (pending renewal)
Village of Islamorada	August 2015/March 2025
City of Tamarac	September 2016/September 2021 (pending renewal)
City of Marathon	February 2017/February 2022 (pending renewal)
City of Lauderhill	February 2020/October 2023
Broward College	October 2020/October 2025
City of Boynton Beach	June 2017/June 2025

TEAM MEMBER ON CONTINUING CONTRACTS WITH OTHER CONSULTANT LEADS

Boynton Beach Community Redevelopment Agency
Delray Beach Community Redevelopment Agency
City of Margate
City of Miami Gardens
City of Sunrise
City of West Palm Beach
Palm Beach County
Town of Cutler Bay
Town of Davie
Town of Jupiter Utilities
Town of Palm Beach
Village of Palmetto Bay

TAB

5

ABILITY TO PERFORM SERVICES EXPEDITIOUSLY AT REQUEST OF THE CITY

5 ABILITY TO PERFORM SERVICES EXPEDITIOUSLY AT REQUEST OF THE CITY

METHODOLOGY AND RATIONALE FOR THE PROPOSED APPROACH

Please consider Avirom & Associate's quality assurance, quality control and project management policy which will be employed from the inception of every project to ensure that each assignment associated with this continuing services contract will be carried through to completion in the most efficient and timely manner.

Avirom & Associates, Inc.'s focus is on precision surveying and clear communication, both with the City of Key West and our staff. Our quality control/quality assurance policy guarantees that the drawings produced by our team are an accurate reflection of the information collected by our experienced crew in the field. We are on the cutting edge and current with technology with the advent of 3-dimensional laser scanning and drone capabilities.

The following steps are taken to ensure the quality of each project:

- Project Manager will coordinate with the City's staff to develop a project scope of services to meet the City's project objectives
- Development of survey plan for implementation of project scope
- Research for plats, right-of-ways, controls, prior surveys, benchmarks, etc.
- Meet with survey field crew to discuss parameters of the project and safety procedures
- Determine the technology necessary for the project and establish equipment to be utilized in the field
- Mobilize field crew(s)
- Ongoing review of project standards, criteria and checklist
- Daily review of field notes to ensure the scope of work and standards are met
- Ongoing/daily communication between project manager and field crew with special emphasis on the transmittal of data, quality control, safety, cost and schedule adherence
- Process survey field data and prepare final drawings
- Field review by Project Manager for quality assurance and to ensure the work meets Florida State Statutes and Minimum Technical Standards

Throughout every stage of a project, quality checks are utilized starting with our field crew chiefs, all of whom have a minimum of 18 years' experience and are knowledgeable in the practice of the surveying profession. Field notes and data files are submitted at the end of each workday to the project manager. The field notes are then checked by a survey technician whose responsibility includes drafting the work in AutoCAD/Carlson.

After drafting has been completed by the survey technician and a due diligence review by the project manager, the crew returns to the field with a copy of the survey to perform a field check. A final due diligence check is made by the project manager prior to signing, sealing and delivering to the client.

5 ABILITY TO PERFORM SERVICES EXPEDITIOUSLY AT REQUEST OF THE CITY

PROPOSED WORK PLAN THAT INCLUDES SPECIFIC TASKS, MILESTONES, DELIVERABLES, COMPLETION SCHEDULE, AND LIST OF RESOURCES AND/OR EQUIPMENT THAT WILL BE PROVIDED BY THE RESPONDENT

A work plan will be prepared along with tasks, milestones, deliverables and schedule upon receipt by Avirom & Associates of a work order from the City of Key West. Our firm is committed to delivering projects on time and within budget and we have built our reputation and 42 years of business success by ensuring that our clients and their projects receive the dedicated time and resources necessary to meet every assignment's delivery objectives.

People Resources: Based in Boca Raton with branch office locations in Key West and Stuart, the Avirom & Associates team includes 37 employees and nine survey teams with an average tenure of 18 years.

Technical/Equipment Resources:

Laser Scanning: Laser Scanning: Avirom & Associates is on the forefront of 3D scanning technology or terrestrial lidar to create the most detailed survey data models. After the precise horizontal and vertical control is established, we use Leica P40 or Trimble X7 scanners to collect millions of XYZ data points which we process into a "point cloud" using Cyclone Software. This point cloud is then used to create CAD files, as well as virtual 3D "fly through" of the site and then publish a 3D site for engineering subcontractors' future use. These products are highly useful as they provide us with the ability to virtually extract information without the cost and logistical coordination of re-mobilizing site crews.

The scanners can also be used for forensics and public safety. The scanners can gather the information needed at the scene of any accident or onsite activities, leaving the area undisturbed. Civil/survey use is another aspect of the scanners. Laser scanning eliminates the need for site re-visits while gathering accurate information for topographic surveys, as-builts and title surveys. These scanners are also well-suited for archaeological/historical sites. Detailed geometry can be obtained for restoration or excavation without disturbing a site. As-built information of power plants, water treatment plants and other structures, onshore or offshore, requiring detail with less disruption is achievable.

Deliverables range from 2D plans, 3D models, fly-through videos and TIN files for elevation and volume calculations. The Lidar Scan Stations provide a cost-effective alternative for accurate information gathering regardless of the terrain or condition.

UAS Mapping: We are pleased to offer aerial photogrammetric mapping in-house with the utilization of our Unmanned Aerial Systems (UAS) through the DJI M300 drone which is equipped with multiple cameras. The flight time with camera payload is 50 minutes. When using the Lidar/4K camera, the payload flight time is 30 minutes We have a team of FAA certified UAS remote pilots on staff to fly the missions, with all work done in compliance with the FAA Part 107 requirements.

The Zenmuse P1 is a 45-megapixel full-frame sensor, with 4.4 Pixel Size, low-noise - high sensitivity imaging extends daily operational time. The camera takes a photo every 0.7 seconds during flight and has TimeSync 2.0 that aligns the camera, flight controller, the RTK module and gimbal at the microsecond level.

We are also equipped with a Zenmuse L1 Lidar/4K camera payload. The system was designed for aerial surveying, inspection, and mapping. It creates highly accurate, true-color 3D Point cloud models in real-time. The 3-axis gimbal allows for a wide range of smooth motion, the advanced IMU (inertial measurement unit) and vision sensor allows for accurate positioning.

The Livox Lidar module can cover 1.2 square miles of point cloud data in a single flight, it supports up to three returns for increased accuracy, it has a detection range of 1476 feet @ 80% reflectivity. The effective point rate is 240,000 points / per second on a single return and 480,000 points / per second on multiple returns.

5 ABILITY TO PERFORM SERVICES EXPEDITIOUSLY AT REQUEST OF THE CITY

The 4K RGB mapping camera is a 20-megapixel camera with 1" CMOS sensor. It features 4K video resolution (3840 X 2160) @ 30 frames per second.

Previously, we provided aerial photogrammetric mapping for various municipalities utilizing consultants. The approach was a team effort where we established the horizontal and vertical ground control necessary for the mission and our consultant performed the flight and produced the ortho-imagery and planimetric mapping. We then performed due diligence by field verification of the end product prior to delivery to the client.

The advantages of the UAS platform are to perform aerial mapping and the ability to mobilize and fly the mission on short notice within a window of clear weather. It offers, the ability to fly the mission below cloud cover and with a shorter timeframe to produce the final imagery.

Total Station with Carlson Software: Our field crews use a total station, an electronic/optical instrument, for surveying and building construction. A total station is an electronic theodolite (transit) integrated with an electronic distance meter (EDM) to read slope distances form the instrument to a particular point. The accuracy and versatility of a Total Station can increase efficiency and accuracy simultaneously.

Avirom & Associates uses Carlson Software, as it offers the latest in technology and innovation. Utilizing this software from data collection, to design and drafting, to estimating, through stakeout, to machine control, we are able to avoid rework and data conversions, allowing our firm to provide the best product in less time.

PROJECT MANAGEMENT STRATEGY

In review of the City of Key West's work breakdown structure, Avirom & Associates has prepared a highly qualified and experienced team of professionals to work with the City of Key West. Avirom & Associates understands that the scope of work will vary depending on the City of Key West's needs. We will use our own equipment, materials, supplies, accessories, office space, etc... to perform the required work. As part of the services to be provided, Avirom & Associates will provide professional(s) with specific qualifications, knowledge, skills, and experience in various fields including but not limited to the following, per Chapter 472, Florida Statute:

- Boundary/Property surveys and analysis
- Topographic, easement, roadway and right-of-way surveys
- Preparation of easement or right-of-way exhibits
- Property line staking
- Construction layout survey and staking
- Review of right-of-way and easement documents for developments
- Legal descriptions
- Monument placement
- Flood plain, FEMA, beach surveying/mapping
- GIS/AutoCAD map and data base creation
- Underground/aboveground utilities identification and mapping
- Ground Penetrating Radar (subcontractor acceptable)
- Cut and fill calculations
- As-built/record drawing survey and preparation
- Aerial photography (drone/aerial subcontractor acceptable)
- Title searches

5 ABILITY TO PERFORM SERVICES EXPEDITIOUSLY AT REQUEST OF THE CITY

Our project staffing approach is defined by team assignments. When assigning each team, we specifically consider the individual team member, their experience and project history. By utilizing this team approach method, we are capable of producing high quality products within the allotted time period and always within budget.

Our firm is prepared to fully commit the key personnel and support staff from the initial start of this contract and throughout its entirety. Keith Chee-A-Tow, P.L.S. will be the City's primary point of contact Lead Surveyor. He will be responsible for all project coordination, scheduling oversight and budgeting. Keith's role will include:

- Development of project scope and schedules with City staff
- Preparation of a survey plan for implementation of project scope
- Discussion of parameters of the project with survey field crew
- Final review for quality assurance
- Platting, boundary and topographic surveys
- Mapping
- Route-of-line surveys for engineering design
- Prepare land descriptions with sketches for various documents such as utility easements and parcel boundary delineation
- Management of Computer Aided Drafting
- American Land Title Association (ALTA) Survey
- Additional services as requested by the City

Michael D. Avirom, P.L.S., the firm's President and founder, will supplement the project team with his wide range of knowledge and experience of the South Florida area and the land surveying profession. He will be responsible for review and quality assurance of the surveys and services performed for the City.

TAB 6

PROJECT EXAMPLES

6 PROJECT EXAMPLES

BAHAMA VILLAGE

Key West, Florida

DESCRIPTION OF THE PROJECT: Avirom & Associates, under the direction of Keith Chee-A-Tow prepared a sketch and description of a Lease Agreement being a portion of lands as described in the indenture from the U.S Government to the City of Key West as recorded in Official Records Book 1838, Page 410 of the Public Records of Monroe County, Florida with the work certified in accord with the Standards of Practice, Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

PROJECT:	Bahama Village
OWNER/ CLIENT:	City of Key West
CONTACT PERSON:	Kelly M. Crowe, City Engineer City of Key West (305) 809-3967 kcrowe@CityofKeyWest-FL.gov
PROFESSIONAL FEES:	$1,500.00

UNITED STREET

Key West, Florida

DESCRIPTION OF THE PROJECT: Avirom & Associates, under the direction of Keith Chee-A-Tow prepared a topographic route survey for United Street commencing at the intersection of Whitehead Street at the south and proceeding northeasterly along United Street to terminate at the intersection of Grinnell Street.

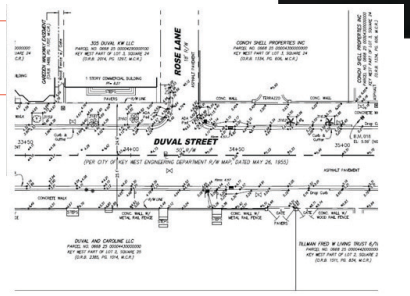
PROJECT:	United Street
OWNER/CLIENT:	City of Key West
CONTACT PERSON:	Kelly M. Crowe, City Engineer City of Key West (305) 809.3967 kcrowe@CityofKeyWest-FL.gov
PROFESSIONAL FEES:	$37,500.00

FRONT, DUVAL, WHITEHEAD, GREEN, ELIZABETH AND CAROLINE STREETS

Key West, Florida

DESCRIPTION OF THE PROJECT: The project required our crews to utilize our terrestrial LiDAR scanners at nighttime to eliminate the congestion of people and vehicular traffic on some of the busiest roadways within the Florida Keys. The illustration below resembles a black and white photograph, but is actually a "point cloud" containing millions of points with each point containing x,y,z data. Avirom & Associates, Inc. performed a Topographic Route of Line survey to support the design of ADA ramps and resurfacing of the roadway.

PROJECT:	Front, Duval, Whitehead, Green, Elizabeth and Caroline Streets
OWNER:	City of Key West and Monroe County
CLIENT:	City of Key West
CONTACT PERSON:	Kelly M. Crowe, City Engineer (305) 809-3967 E-mail: kcrowe@cityofkeywest-fl.gov
PROFESSIONAL FEES:	$34,344.00



MONROE COUNTY DETENTION CENTER & KOTS

Stock Island, Monroe County, Florida

DESCRIPTION OF THE PROJECT: Avirom & Associates, Inc. performed an ALTA/NSPS Land Title Survey, Tidal Water Survey, Aerial Photogrammetry and Legal Descriptions at the Monroe County Detention Center and the proposed Keys Overnight Temporary Shelter (KOTS) located at Sunset Marina Road, utilizing our Unmanned Aerial System (UAS).

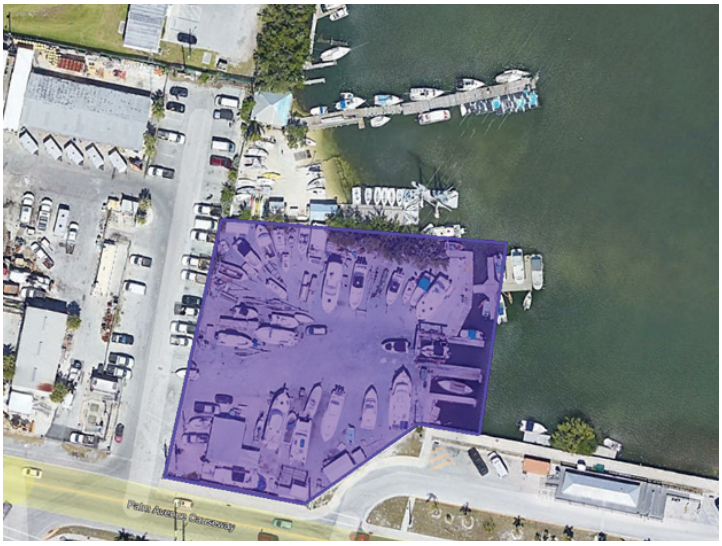
PROJECT:	Monroe County Detention Center & KOTS
OWNER:	Monroe County
CLIENT:	City of Key West
CONTACT PERSON:	Albiona Balliu, Senior Project Manager (305) 809-3962 E-mail: aballiu@cityofkeywest-fl.gov
PROFESSIONAL FEES:	$27,595.00

SPENCER'S BOAT YARD

Key West, Florida

DESCRIPTION OF THE PROJECT: Avirom & Associates, under the direction of Keith Chee-A-Tow prepared a boundary survey, mean high water line survey, topographic survey w/spot elevations.

PROJECT:	Spencer's Boat Yard
OWNER/CLIENT:	City of Key West
CONTACT PERSON:	Eric Augst, Special Projects Designer City of Key West (305) 809-3964 EAugst@CityofKeyWest-FL.gov
PROFESSIONAL FEES:	$12,373.00



BAYVIEW PARK, TRUMAN AVENUE

Key West, Florida

DESCRIPTION OF THE PROJECT: Avirom & Associates, under the direction of Keith Chee-A-Tow prepared a boundary survey and topographic survey for Bayview Park. In addition, we are currently preparing the expansion of the surveys previously completed.

PROJECT:	Bayview Park
OWNER/ CLIENT:	City of Key West
CONTACT PERSON:	Ms. Albiona Balliu, Senior Project Manager City of Key West (305) 809.3962 ABalliu@CityofKeyWest-FL.gov
PROFESSIONAL FEES:	$15,284.60

19th STREET

Key West, Florida

DESCRIPTION OF THE PROJECT: Avirom & Associates, under the direction of Keith Chee-A-Tow prepared a boundary survey and topographic route survey of existing conditions along 19th Street, City of Key West, Florida. Additionally, we shall perform a boundary survey of Lot 13, Block 13 KEY WEST FOUNDATION CO'S PLAT No. 2 according to the plat thereof as recorded in Plat Book 1, Page 189 of the Public Records of Monroe County, Florida having a Parcel ID 00053720-000000 of the Monroe County Property Appraiser Office.

PROJECT:	19th Street
OWNER/CLIENT:	City of Key West
CONTACT PERSON:	Eric Augst, Special Projects Designer City of Key West (305) 809-3964 EAugst@CityofKeyWest-FL.gov
PROFESSIONAL FEES:	$6,000.00

SOUTH STREET

Key West, Florida

DESCRIPTION OF THE PROJECT: Avirom & Associates, under the direction of Keith Chee-A-Tow prepared a topographic route survey for South Street The survey limits consist of the full right-of-way width of South Street commencing at the intersection of Whitehead Street at the south and proceeding northeasterly along South Street to terminate at the intersection of Reynolds Street.

PROJECT:	South Street
OWNER/CLIENT:	City of Key West
CONTACT PERSON:	Gary Volenec, Project Manager City of Key West (305) 809-3828 gary.volenec@CityofKeyWest-FL.gov
PROFESSIONAL FEES:	$36,500.00

KEY WEST CITIZEN BUILDING

Key West, Monroe County, Florida

DESCRIPTION OF THE PROJECT: Avirom & Associates, Inc. provided an ALTA/NSPS Land Title survey and FEMA elevation certificationat the site of the old Key West Citizen newspaper building to house public works and community services located at 3420 Northside Drive, Key West, Monroe County, Florida.

PROJECT:	Key West Citizen Building
OWNER:	City of Key West
CLIENT:	City of Key West Engineering
CONTACT PERSON:	James Bouquet Deputy Engineering Director (305) 809-3962 E-mail: JBouquet@CityofKeyWest-Fl.gov
PROFESSIONAL FEES:	$10,150.00

EAST MARTELLO TOWER

Key West, Monroe County, Florida

DESCRIPTION OF THE PROJECT: Avirom & Associates, Inc. provided a topographic survey of the Fort utilizing our terrestrial LiDAR scanner. The scans created a point cloud which captured and preserved the architectural features of this historical structure at the point in time of the field work. We included the point cloud for importing into Revit architectural software and also a TruView file at no extra cost.

PROJECT:	East Martello Tower
OWNER:	Monroe County
CLIENT:	Monroe County Public Works & Eng.
CONTACT PERSON:	Cary Knight, Project Manager (305) 292-4527
PROFESSIONAL FEES:	$8,860.00

BIG PINE KEY OVERLOOK (SWIMMING HOLE)

Big Pine Key, Monroe County, Florida

DESCRIPTION OF THE PROJECT: Perform a boundary, mean high water line survey, topographic survey and wetland delineation survey to support the design of a scenic overlook. The survey was completed in accord with the Florida Department of Transportation (FDOT) survey requirements, being funded through a Local Agency Program (LAP). The mean high water line survey was submitted to the Florida Department of Environmental Protection Agency (FDEP) for approval and for recording in the public repository. We utilized our Leica P20 Scan Station to obtain the topographic data along Overseas Highway because of the enhanced safety factor by eliminating having our personnel work within the heavy traffic traversing the roadway.

PROJECT:	Big Pine Key Overlook (Swimming Hole)
OWNER:	Monroe County
CLIENT:	Littlejohn Engineering Associates, Inc.
CONTACT PERSON:	Keith Oropeza (407) 222-9583
PROFESSIONAL FEES:	$9,160.00

KEY WEST AQUARIUM

Key West, Monroe County, Florida

DESCRIPTION OF THE PROJECT: Avirom & Associates, Inc. provided boundary survey, topographic survey, submerged land lease survey, bathymetric survey, determination of Riparian Rights and Mean High Water Line survey at the Key West Aquarium to support re-construction post hurricane Irma, located at 1 Whitehead Street, Key West, Monroe County, Florida.

PROJECT:	Key West Aquarium
OWNER:	City of Key West
CLIENT:	Tetra Tech
CONTACT PERSON:	Dave Frodsham, Senior Civil Engineer Tetra Tech (772) 781-3440 E-mail: Dave.Frodsham@TetraTech.com
PROFESSIONAL FEES:	$8,596.00

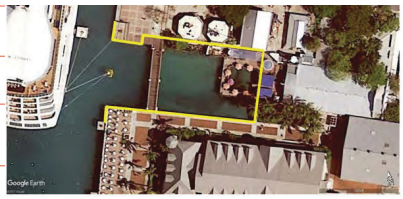


Exhibit A

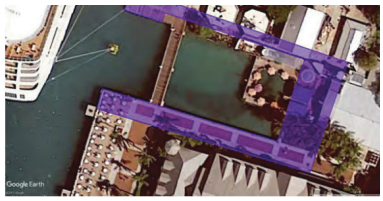


Exhibit B

Exhibit C

TAB

7

FORMS

-Addendum Acknowledgement

-Sworn Statements and Affidavits

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM ACKNOWLEDGEMENT

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.

_____	**Avirom & Associates, Inc.** _____
Signature	Name of Business

SWORN STATEMENTS AND AFFIDAVITS

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 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: Michael D. Avirom, President

Sworn and subscribed before me this

14th day of March, 2023.

NOTARY PUBLIC, State of Florida at Large

JENNIFER SIMONEAUX
MY COMMISSION # HH 058443
EXPIRES: January 13, 2025
Bonded Thru Notary Public Underwriters

My Commission Expires: _____

SWORN STATEMENTS AND AFFIDAVITS

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: Michael D. Avirom, President

Sworn and subscribed before me this

14th day of March, 2023.

JENNIFER SIMONEAUX
MY COMMISSION # HH 058443
EXPIRES: January 13, 2025
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

SWORN STATEMENTS AND AFFIDAVITS

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. 23-004 for REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SURVEYING SERVICES

2. This sworn statement is submitted by Avirom & Associates, Inc.
(Name of entity submitting sworn statement)
whose business address is 402 Applerouth Lane, Suite 2E Key West, FL 33040
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2101822 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

3. My name is Michael D. Avirom 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(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

   2. An entity under the control of any natural person who is active in the management of t 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

SWORN STATEMENTS AND AFFIDAVITS

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.)

___x 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.)

Michael D. Avirom
(Signature)
Michael D. Avirom

STATE OF FLORIDA (Date)

COUNTY OF Palm Beach

Michael D. Avirom
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 14th day of March, 2023.

JENNIFER SIMONEAUX
MY COMMISSION # HH 058443
EXPIRES: January 13, 2025
Bonded Thru Notary Public Underwriters

My commission expires:
NOTARY PUBLIC

SWORN STATEMENTS AND AFFIDAVITS

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

SWORN STATEMENTS AND AFFIDAVITS

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: Avirom & Associates, Inc.

Address: 402 Applerouth Lane, Suite 2E
Key West, FL 33040

Signature: Michael D. Avirom

Michael D. Avirom — 3/14/2023
Print Name — Date

President
Title

NOTARY FOR THE CONTRACTOR

STATE OF FLORIDA

COUNTY OF PALM BEACH

SWORN STATEMENTS AND AFFIDAVITS

The foregoing instrument was acknowledged before me by means of [✓] physical presence, or [ ] online notarization, this 14th day of March, 2023, by Michael D. Avirom, authorized person of Avirom & Associates, Inc. on behalf of the Company.

JENNIFER SIMONEAUX
MY COMMISSION # HH 058443
EXPIRES: January 13, 2025
Bonded Thru Notary Public Underwriters

Signature of Notary Public-State of Florida

Jennifer Simoneaux
Name of Notary

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

SWORN STATEMENTS AND AFFIDAVITS

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that the firm of Avirom & Associates, 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 Ordinance Sec. 2-799.

By: Michael D. Avirom

Sworn and subscribed before me this

14th day of March, 2023.

NOTARY PUBLIC, State of Florida at Large

JENNIFER SIMONEAUX
MY COMMISSION # HH 058443
EXPIRES: January 13, 2025
Bonded Thru Notary Public Underwriters

My Commission Expires:

SWORN STATEMENTS AND AFFIDAVITS

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,

SWORN STATEMENTS AND AFFIDAVITS

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

SWORN STATEMENTS AND AFFIDAVITS

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.

SWORN STATEMENTS AND AFFIDAVITS

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 tha 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' authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontrac or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, den 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 awarde pursuant to bids which are after the date when this section becomes effective.

SWORN STATEMENTS AND AFFIDAVITS

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 Avirom & Associates, Inc. have read an understand the limitations and procedures regarding communications concerning City of Key West issue competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silenc (attached).

Michael D. Avirom
(signature)
3/14/2023
(date)

Sworn and subscribed before me this

14th Day of March, 2023.

JENNIFER SIMONEAUX
MY COMMISSION # HH 058443
EXPIRES: January 13, 2025
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

SWORN STATEMENTS AND AFFIDAVITS

(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 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.

SWORN STATEMENTS AND AFFIDAVITS

(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 pub meeting;

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

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

(d) *Procedure.*

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

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

(3) Any city employee, official or member of the city commission that is approached concerning competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitic contained in this section. While the cone of silence is in effect, any city employee, official or member the city commission who is the recipient of any oral communication by a potential vendor or vendc representative in violation of this section shall create a written record of the event. The record sh indicate the date of such communication, the persons with whom such communication occurred, an 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. each such instance, an initial investigation shall be performed to determine the existence of a violation. 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 ordinar 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 K 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 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 sh constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry the obligations or to complete the work contemplated by any new competitive solicitation. The cit purchasing agent shall also commence any available debarment from city work proceeding that may available upon a finding of two or more violations by a vendor of this section.

(Ord. No. 13-11, § 1, 6-18-2013)

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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:

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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

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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 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.

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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

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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

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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: Avirom & Associates, Inc.

Vendor FEIN: 59-2101822

Vendor's Authorized Representative Name and Title: Michael D. Avirom, President

Address: Key West, FL 33040

City: Key West State: FL Zip: 33040

Phone Number:

Email Address: mike@aviromsurvey.com

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:

Michael D. Avirom (*PRINT NAME*) President (*PRINT TITLE*),

WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.

Authorized Signature: Michael D. Avirom.

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 od Ordinances Section 2-798
- Qualifies as a local vendor pursuant to Code od 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 Avirom & Associates, Inc. Phone: 305.294.7770

Current Local Address: 402 Applerouth Lane, Suite 2E Key West, FL 33040 Fax: _____

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

Length of time at this address _____

_____ _____

Signature of Authorized Representative Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____2023.

By _____,

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

of _____

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name	AVIROM & ASSOCIATES INC
Location Addr	402 APPELROUTH LN
Lic NBR/Class	24310 STATE LICENSED PROFESSIONAL
Issued Date	7/11/2020 **Expiration Date: September 30, 2023**

ATTORNEY, PHYSICIAN OR OTHER STATE LICENSED PROFESSIONAL

Comments: SURVEYOR BUSINESS

Restrictions: AG #LB3300 (2/28/23)

AVIROM & ASSOCIATES INC
50 SW 2ND AVE

BOCA RATON, FL 33432

This document must be prominently displayed.

AVIROM, MICHAEL

TAB 8

STATE OF FLORIDA PROFESSIONAL SERVICES LICENSES

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS5328
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

KEITH M CHEE-A-TOW
1355 E LANCEWOOD PL
DELRAY BEACH, FL 33445-1273

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB3300
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

AVIROM & ASSOCIATES INC
50 SW 2ND AVE #102
BOCA RATON, FL 33432-4799

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

Thank You For Your Consideration!

BRANCH OFFICE
402 Appelrouth Lane, Suite 2E
Key West, FL 33040
Phone: (305) 294-7770

CORPORATE OFFICE
50 S.W. 2nd Avenue, Suite 102
Boca Raton, FL 33432
Phone: (561) 392-2594
www.aviromsurvey.com

BRANCH OFFICE
2506 SE Willoughby Blvd.
Stuart, FL 34994
Phone: (772) 781-6266