CITY OF KEY WEST

REQUEST FOR PROPOSALS

RFP # 25-004

FOR

Water Quality Monitoring Program

Mayor: Danise Henriquez

City Manager: Brian Barroso

Commissioners:

Monica Haskell; District 1
Samuel Kaufman; District 2
Donald "Donie" Lee; District 3
Lissette Carey; District 4
Mary Lou Hoover; District 5
Aaron Castillo; District 6

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

Solicitation Data

Request Number:	RFP 25-004
Title:	Water Quality Monitoring Program
Description:	The City of Key West is requesting proposals from experienced and qualified individuals or firms to provide water quality monitoring for the City of Key West waterways.
Contact: Phone: Email:	Lucas Torres-Bull, Procurement Manager (305) 809-3807 lucas.torresbull@cityofkeywest-fl.gov
Issue Date:	March 20, 2025
Mail or Deliver Responses To:	City Clerk City of Key West 1300 White Street Key West, FL 33040
Clarification Submittal Deadline:	April 03, 2025, 3 P.M. LOCAL TIME
Clarification Response Deadline:	April 04, 2025, 3 P.M. LOCAL TIME
Responses Deadline Date:	April 17, 2025, 3 P.M. LOCAL TIME
Estimated Award Date:	May 2025

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City of Key West

Request for Proposals

Water Quality Monitoring Program

RFP No. 25-004

NOTICE: Pursuant to Sec. 2-769 of the City's Code of Ordinance, sealed proposals for consideration to provide the services detailed in the scope of services listed below, shall be received until **3:00 P.M. on April 17, 2025.** The submittals shall be clearly marked **"RFP No. 25-004 – Water Quality Monitoring Program"**.

All submittals shall be publicly opened and recorded on April 17, 2025, at 3:00 P.M.** Late submittals shall **not** be accepted or considered.

Please submit one (1) original and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside "Sealed Proposals for RFP No. 25-004 Water Quality Monitoring Program" addressed and delivered to the City Clerk at the address noted above.

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

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

PROJECT OVERVIEW

The City of Key West is soliciting proposals from qualified firms or individuals to provide water quality monitoring program for the City of Key West's waterways. Interested parties must submit a proposal in accordance with the instructions and timeline outlined in this RFP. The City will review only those proposals that include all required information, as determined at the City's sole discretion.

The City will evaluate the proposals submitted in response to this RFP to rank proposers. The top-ranked proposer will be invited to enter contract negotiations. On an as-needed basis, the City may assign additional specific projects to the selected proposer. The chosen firm must demonstrate relevant experience and capabilities, with personnel who are qualified through education and experience in the required disciplines.

All inquiries must reference **RFP No. 25-004 – Water Quality Monitoring Program** in the subject line and should be directed to the following email at lucas.torresbull@cityofkeywest-fl.gov. No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

The City's tentative schedule for this Request for Proposal is as follows:

Cut-off Date for Questions: **April 03, 2025, at 3:00 P.M.**

Deadline for Submittals and Opening of Proposals: **April 17, 2025, at 3:00 P.M.**

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

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) **We/Us/Our/City**

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

Finance-Division

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

Departments

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

Authorized Representative

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

(ii) **You/Your**

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

Proposer/Consultant/Submitter

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

Successful Proposer/ Consultant/Submitter

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

(iii) **Proposals/ Submittals**

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

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFQ/RFP/ITB shall be directed in writing by email, to the Procurement Contact email address specified on the title page.

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

(i) **Written Addenda**

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

1.3 COST OF PREPARATION

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

1.4 EXAMINATION OF DOCUMENTS

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

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFQ opening, whichever is earlier, any material submitted in response to this RFQ/RFP/ITB will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

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

1.7 RIGHT TO REJECT

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

1.8 GOVERNMENTAL RESTRICTIONS

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

1.9 SUBMISSION OF PROPOSAL

(i) **Incurred Expenses**

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

(ii) **Interviews**

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

(iii) **Request for Modifications**

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

(iv) **Bid Acknowledgment**

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

(v) **Acceptance/Rejection/Modification To Submittals**

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

(vi) **Submittals Binding**

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

(vii) **Alternate Proposals/ Statement/ Proposals**

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

(viii) **Economy of Preparation**

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

(ix) **Proprietary Information**

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

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

1.10 COMPLIANCE WITH ORDERS AND LAWS

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

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

Occupational, Safety and Health Act (OSHA)

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

Environment Protection Agency (EPA)

Uniform Commercial Code (FL Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

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

U.S. Department of Transportation

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

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

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

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

1.11 CONE OF SILENCE

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

A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
(1)
Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
(2)
Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
(3)
Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
(4)
Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
(c)
Permitted communications. Notwithstanding the foregoing, nothing contained herein shall prohibit:
(1)
Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
(2)
Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
(A)
However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
(B)
The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
(3)
Oral communications at duly noticed pre-bid conferences;
(4)
Oral presentations before publicly noticed evaluation and/or selection committees;
(5)
Contract discussions during any duly noticed public meeting;
(6)
Public presentations made to the city commission or advisory

body thereof during any duly noticed public meeting;
(7)
Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
(8)
Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
(d)
Procedure.
(1)
The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
(2)
The cone of silence shall terminate:
(A)
At the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
(B)
At the deadline for submission of responses to the solicitation if only one vendor has responded.
(3)
Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
(e)
Violations/penalties and procedures.
(1)
A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
(2)
In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
(3)
Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
(4)
In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
(5)
If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

1.12 SUNSHINE LAW

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

1.13 CANCELLATION

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

1.14 ASSIGNMENT

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

1.15 PROPERTY

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

1.16 TERMINATION FOR DEFAULT

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

1.17 TERMINATION FOR CONVENIENCE

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

1.18 ANTI-TRUST PROVISION

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

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

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

1.20 CAPITAL EXPENDITURES

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

1.21 GOVERNING LAW AND VENUE

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

1.22 ATTORNEY FEES

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

1.23 NO PARTNERSHIP OR JOINT VENTURE

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

1.24 TERMS AND CONDITIONS OF AGREEMENT

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

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

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and

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

B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.

C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

1.25 EQUAL BENEFITS FOR DOMESTIC PARTNERS FOR PROCURED PROJECTS

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

1.26 LIMITATION ON USE OF OFFICIAL SEAL

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

END OF SECTION 1

SECTION 2

SPECIAL CONDITION

2.1 PURPOSE

This Request for Proposals (hereinafter referred to as "RFP") is designed to provide prospective Consultants with the information necessary for the preparation of competitive responses. The RFP process is for the benefit of the City of Key West (hereinafter referred to as the "City") and is intended to provide the City with comparative information to assist in the selection process. This RFP is not intended to be a comprehensive list of all work and materials necessary to complete the project or supply goods and services. Each applicant is responsible for determining all factors necessary for submission of a comprehensive response.

Chapter 80 of the City of Key West Code of Ordinances calls for the establishment of a water quality monitoring fund for the monitoring of water quality violations of Sec. 80-2 in the Waterways of the City of Key West, via certified, independent, qualified water quality monitoring expert, or governmental entity to be identified by resolution annually.

The selected Consultant shall have multi-disciplinary expertise, including, but not limited to:

A) Environmental Science & Public Health (Understanding microbial risks, harmful algal blooms, and contamination pathways).

B) Microbiology & Analytical Chemistry (Conducting lab-based pathogen, nutrient, and toxin analysis).

The City expects interested parties to assemble a team with the necessary expertise and qualifications to deliver the required services. The selected applicant shall provide services that require regulatory knowledge & compliance, including:

A) Strong familiarity with federal, state, and local water quality regulations (e.g., EPA Beach Act, Clean Water Act, state water quality standards).

B) Experience developing Quality Assurance Project Plans (QAPPs) for regulatory compliance.

C) Understanding of public health implications and beach closure criteria.

The City retains the right to select one or more firms based on their expertise and award the contract for the services specified in this RFP. Additionally, the City, at its sole discretion, may reject all proposals and reissue the RFP if deemed necessary.

Respondents to the RFP are hereinafter referred to as "Consultant."

2.2 MINIMUM QUALIFICATION REQUIREMENTS

All Consultant's that submit a proposal shall meet the following minimum qualifications:

2.2.1 The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation for a minimum of five (5) years. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Key West.

2.2.2 Proposers must be fully licensed to perform the work outlined in this RFP and comply with all relevant federal, state, and local statutes, codes, and ordinances.

2.2.3 Provide a minimum of three (3) references for services provided within the past five (5) years. It is the responsibility of the Consultant to ascertain that the contact person provided in the references will be responsive.

2.2.4 Establish and maintain a fully functional office, including, but not limited to, phones, facsimile, copy machine, personal computer with appropriate software as identified by the City.

2.2.5 Demonstrate flexibility to add personnel on an as needed basis, depending on the needs of the City.

2.2.6 Provide detailed resumes of key personnel that will be working under this contract.

2.3 LICENSING

Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Successful respondent's must provide a copy of their occupational/business license and State registration at time of award.

Florida state registration can be downloaded and printed via www.sunbiz.org. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this solicitation. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.4 EXECUTION AND TERM OF CONTRACT

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

The initial contract resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for four (4) additional one (1) year periods for a maximum total of five (5) years. The Awarded Consultant shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Consultant. This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2.5 PROPOSAL FORMAT AND SIGNATURES

To be considered, proposals must be submitted in accordance with the City's specified instructions. The entire proposal must be resubmitted, including all executed forms, with each section signed to indicate it has been read and understood, and all response forms fully completed. Proposals should be typed or printed using black or blue ink only; the use of erasable ink is prohibited. The proposal submitted in response to this Request for Proposals (RFP) shall be printed on 8-1/2" x 11" white paper and bound; shall be clear and concise, tabulated, and provide the information requested. Any corrections must be initialed. Proposals submitted by corporations must be signed in the corporate name by the President or another authorized corporate officer, along with documentation verifying the authority to sign. The corporate address and state of incorporation must be listed beneath the signature.

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

2.6 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will

announce the name of the Proposers. In order to be deemed responsive the proposals must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 4 of this solicitation. The City of Key West shall be the sole judge in determining Consultant's qualifications.

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

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

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

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit.

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

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

PHASE I — EVALUATION

In a publicly noticed meeting, a Selection Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set

forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Selection Committee to allow each firm/individual an opportunity to provide the Selection Committee with additional insight regarding their proposal and that of the qualifications of the firm/individual.

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

PHASE II — SELECTION

The Selection Committee will submit their tabulated scores and firm/individual ranking to the City Commission for their consideration to award the contract. The City Commission may accept the ranking recommendations of the Selection Committee and may request firms to give a presentation and/or answer questions, amend rankings, or reject all Proposals. The City Commission will make the final selection. The City shall not be responsible for any costs of preparation or costs incurred in relation to any opportunities for an interview.

Subject to approval by the City Commission, a contract may be awarded to one or more Consultants deemed the most responsible and responsive, based on the selection criteria. Any award will be contingent upon the execution of a contract, which must be in a form and substance approved by the City Attorney. The City of Key West reserves the right to reject proposals from vendors currently involved in litigation with the City or those with a history of prior lawsuits against the City.

Pursuant to Florida Statute 120.57(3); "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

EVALUATION CATEGORIES — PHASE I & II

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

Category		Points
1.	Qualifications and Relevant Experience ▪ Experience in managing water quality and QA/QC data ▪ Experience and ability to collect environmental samples in accordance with FDEP Standard operating procedures ▪ Experience deploying and collecting data	30

	▪ Experience in conducting surface water sampling ▪ Experience in maintaining and calibrating field meters that measure dissolved oxygen, pH, temperature, specific conductance, and salinity ▪ Experience in performing laboratory analysis (either by Respondent or subcontractor), including laboratory certifications Also included: 1) Staff Qualifications 2) Safety/Hazardous Waste Plan 3) Quality Assurance Program 5) Number of Similar Water Quality Analyses Previously Performed ▪ Methods Used	
2.	References and Quality of Past Performance on Similar Projects	5
3.	Project Approach – Ability to Meet Requirements Proposed Operations Plan, including: ▪ Staffing assignment ▪ Scheduling ▪ Plan for unfavorable sampling conditions ▪ Field data entry, QA, & correction Project Management ▪ Management and communication methods ▪ QA/QC Methods ▪ Valid Quality Plan/sampling protocols for sampling organization(s) covering types of sampling and monitoring ▪ Subcontractor Documentation: Failure to submit subcontractor documentation may result in the disqualification of that particular subcontractor's qualification from consideration in the response package. ▪ Equipment – availability and suitability of sampling equipment	20
4.	Other Information ▪ Value added option(s) ▪ Familiarity with the City of Key West ▪ Clients in USA, FL, SE FL, and City of Key West ▪ Proposed contract deviations (potential negative points)	5
5.	Cost Effectiveness	30
6.	Project Schedule and Deliverables	5
7.	Litigation	-5 to 0
8.	City Forms	-5 to 0

9.	Project Location and Local Preference	5
Total Points		100

2.7 DUE DATE

All proposals are due no later than **Thursday, April 17, 2025, at 3:00 P.M.** All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

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

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

2.8 INSURANCE REQUIREMENTS

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

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

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

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

EXCEPTIONS TO SPECIFICATIONS

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

2.9 INQUIRIES

Any questions regarding this solicitation shall be directed in writing to the Procurement Contact via email at lucas.torresbull@cityofkeywest-fl.gov. All inquiries must have in the subject line the following: **RFP No. 25-004 – Water Quality Monitoring Program.** If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email **on or before 3:00 P.M. on Thursday, April 03, 2025**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Consultants on Demand Star, also available via link on the City's website.

2.11 VERIFICATION OF INFORMATION

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

2.12 GOODS/ SERVICES MAY BE ADDED OR DELETED

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

2.13 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

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

2.13.2 The City reserves the right to disqualify Consultants during any phase of the

competitive solicitation process and terminate for cause, any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

2.14 BACKGROUND INFORMATION

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

2.15 METHOD OF ORDERING

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

2.16 PAYMENT/ INVOICES

Payment terms will be considered as net forty-five (45) days from the date of satisfactory delivery at the designated place of acceptance or from the receipt of a correct invoice at the specified office, whichever occurs later. The invoice must provide sufficient details to demonstrate compliance with the terms and conditions of the contract. Upon completion of services, the relevant department will evaluate the services provided to ensure they meet the specifications. Failure by the awarded Consultant to fulfill their responsibilities as outlined may result in one or more actions, as determined by the City:

- Payment withholding of partial or entire amount.
- Compensation deemed acceptable by the City due to non-performance.

2.17 REFERENCES

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

2.18 RELATED EXPENSES/TRAVEL EXPENSES

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

END OF SECTION 2

SECTION 3

SCOPE OF SERVICES

3.1 BACKGROUND

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

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

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

3.2 SCOPE OF SERVICES

The City of Key West places great importance on its water quality, recognizing that a healthy marine ecosystem supports not only the economic engine of the city, but also major environmental and aesthetical quality of life factors for our residents and visitors. The City is seeking a qualified water quality monitoring expert or governmental entity (Ord. No. 22-07, § 1, 4-5-2022) as a consultant to develop a water quality monitoring program that provides actionable information on the selected water quality issues within the waterways of the City of Key West through active appropriate testing and other effective methods in accordance with local, state, & federal practices and regulations. The data derived from this monitoring will be used to develop policies, programs, and practices to improve water quality.

The Consultant acknowledges that the scope of work provided in this RFP represents the general requirements and objectives for the project but does not constitute an exhaustive list of all tasks, services, or deliverables that may be required. The Consultant is responsible for conducting a thorough review of the project's needs and will provide all necessary services, expertise, and support to fulfill the project's goals, even if not explicitly mentioned in the scope.

Any additional work, tasks, or services required to complete the project in full compliance with the objectives, industry standards, and applicable regulations shall be deemed the responsibility of the Consultant and will be provided at no additional cost, unless otherwise agreed upon in writing by both parties.

A) **Geographic Areas of Concern (GOC):** The Consultant will be responsible for conducting water quality testing across several key areas within the Key West waterways, including but not limited to:

- **Key West Harbor & Outer Harbor**
  - Waters surrounding the Key West waterfront and marinas.
  - Includes popular recreational areas such as beaches and docks.
- **Florida Keys National Marine Sanctuary (FKNMS)**
  - Waters within the sanctuary boundaries, with particular focus on areas prone to high human activity and potential chemical runoff.
- **Stock Island Channel**
  - Waters adjacent to Stock Island, including potential runoff areas from residential and industrial sources.
- **Shoreline Areas**
  - Including coastal wetlands and mangrove habitats around Key West to test for pollutants that may affect sensitive ecosystems.
- **Swimming Beaches**
  - Including but not limited to: Smathers Beach, Rest Beach, Higgs Beach, Fort Zachary Taylor beach, South Beach, and Dog beach. Focus on testing for bacteria and other health related pollutants, especially in areas highly frequented by residents and visitors.

Task 1) Review current relevant data across all GOCs and Identify Opportunities

In order to advise on a comprehensive water quality program, all relevant data shall be summarized in layman's terms to help the citizens of Key West understand what pollutants are of highest concern in each GOC. Recommendations on water quality design to capture the extent of those pollutants will be presented to the City Commission for feedback and prioritization.

Task 2 Identify Actions that may Mitigate Pollutants

With feedback from Task 1, create a list of actions which may mitigate the identified pollutants.

The list will include definition of the scope of those actions, their estimated costs and postulated effect on the pollutant(s). Recommendations will be presented to the City Commission for feedback and prioritization.

Task 3 Design Water Quality Monitoring Programs

Utilizing feedback from Task 1 and 2, design a Water Quality Monitoring Program that will capture both the baseline levels of the prioritized pollutants and the changes to those pollutants based on the proposed mitigation actions. Provide line-item costs for each sampling scenario and the goals of each monitoring action. Recommendations will be presented to the City Commission for final guidance on Program selection.

B) **Beach Monitoring:** The City has already identified bacteria as a pollutant of concern at the Swimming Beaches GOC.

The Florida Department of Health (FDOH) currently monitors 4 beaches within the City of Key West: Smathers Beach, Fort Zachary Taylor State Park, Higgs Beach and South Beach. The monitoring is completed every other week, and tests for generic Enterococcus species, which does not differentiate whether the source of the bacteria from human sources, or other animal species. Certain beaches at certain times of year receive "Poor" ratings more often than other beaches.

In the short term, the City wishes to increase the frequency of testing, the number of testing sites and educate the public on current conditions and recent trends. In the long term, a more detailed beach water quality monitoring program that determines the source of the pollutant and creates specific strategies to mitigate pollutants at the source is contemplated.

Task 4: Increase Availability of Recent Beach Reports

The City wishes to double the current FDOH beach water quality sampling at all 4 beaches from every testing other week to testing once per week. The sampling must mirror exactly the current sampling regimen followed by FDOH to ensure that all sampling conducted is comparable. (Consultant should collaborate with FDOH)

Task 5: Increase Community Knowledge of Data/ Beach Report Implications

Summarize trends in data geographically and seasonally to guide beach use.
Advise on educational messages regarding these trends and FDOH beach Water Quality Categories to help swimmers understand their swimming risks.

Task 6: Assist with Design of New Beach Water Quality Monitoring Plan

Collaborate with the City's Water Quality Improvement Plan members and other relevant technical experts to design a more detailed water quality monitoring plan.

3.3 PROPOSAL SUBMITTAL INSTRUCTIONS

Response Content

The City requires Consultant's to submit a concise narrative clearly addressing all the requirements outlined in this RFP. Responses must include, at a minimum, the following sections in the order indicated. Total proposal length (not including required forms, addendums, resumes, Sworn Statements, or Affidavits) will not exceed 10 double (20 single) side pages.

Tab 1. Cover Letter and Executive Summary

The cover letter shall contain the Consultant's name, address, telephone number, and the name of the Consultant's contact person(s). It shall introduce the company including a brief overview of the firm's history, the corporate name, address and telephone number of corporate headquarters and the local office, number of years in business, names of principals and number of employees.

Indicate the State in which Consultant is incorporated or organized. If other than Florida, include evidence of authorization to do business in Florida. Include a reproduction of Corporate Charter Registration, if applicable.

Identify the primary person responsible for this proposal. Briefly state the Consultant's understanding of the work to be done and make a positive commitment to perform and complete the services. This letter must be signed by an individual authorized to bind the firm. Failure to meet this requirement may result in disqualification.

The Consultant shall provide a narrative outlining the firm's qualities and capabilities, demonstrating how the firm will collaborate with the City to meet the requirements of the services requested. The narrative should also detail the proposed approach to completing the work and reflect a clear understanding of the project requirements.

Tab 2. Qualifications and Relevant Experience

The Consultant shall describe the composition and structure of the firm (sole proprietorship, corporation, partnership, joint venture) and include names of persons with an interest in the firm.

Describe the qualifications and experience of the project manager, key staff, and sub-contractors related to providing the requested services.

Identify members of the project team and their anticipated roles for this project and provide a summary of their previous experience. Include staff, as well as sub-contractors that will have key roles in the *team organization chart.* Provide concise, yet detailed, resumes for key team members.

Provide staff information regarding areas of specialization, and any other pertinent information in such a way to reasonably evaluate the firm's stability, strengths, and experience level. Make a statement of commitment that the team will remain committed to the project until completion.

The Proposer shall also provide a project history of the firm or organization demonstrating qualifications and experience with services that are similar in scope and size to the requested services. The proposal shall include, but not limited to, information regarding combined team experience.

- Experience and expertise in conducting water quality and biological sampling and monitoring
- Experience in managing water quality data
- Experience and ability to collect environmental samples in accordance with Florida Department of Environmental Services (FDEP) Standard operating procedures
- Experience deploying and collecting data
- Experience in conducting surface water sampling
- Experience in maintaining and calibrating field meters that measure dissolved oxygen, pH, temperature, specific conductance, and salinity
- Experience in performing laboratory analysis (either by Consultant or subconsultant), including laboratory certifications and method detection limits.

Also included:

- Staff Qualifications
- Safety/Hazardous Waste Plan
- Quality Assurance Program
- NELAC Audit Results
- Number of Analyses

Tab 3. References and Quality of Past Performance on Similar Projects
The Consultant shall provide a list of past projects indicating the following:

- Name and full address of the referenced project client
- Name and telephone number of client contact for referenced project
- Date of initiation and completion of contract
- Summary of the project and services

In this section, please include at least two (copied) letters of reference from a former client which describe the services performed and the client's satisfaction with the services provided. Letters of reference are preferred, however, if the client desires to include firm surveys completed by clients, they will be considered. Letters of reference from a government (public entity) client are preferred.

Reference information must describe the projects and include project budget (limit to one (1) page per project). Also provide the name, address, position, e-mail address and telephone number of the project coordinator. A reference contact person must be someone who has personal knowledge of the Consultant's performance for the specific requirement listed. The contact person must have been informed that they are being used as a reference and that the City may check references.

Tab 4. Project Approach
Project Approach
Describe your firm's understanding, approach and best practices in the processes, from initial planning through field work and final deliverables. Describe the firm's capabilities and approach toward this project, including your proposed work program, schedule, and any other activities that will be necessary to complete the scope of services.

Include a proposed activity schedule and include any *innovative methods or concepts* that might be particularly helpful in accomplishing this project.

Provide a statement of acknowledgement that the Consultant *understands this project and its scope of services and goals*.

The Consultant shall be responsible for providing monitoring services. The Consultant shall provide a schedule of activities and details on the type of activities to be provided.

Operations Plan: Present a plan of how the tasks in the Scope of Work will be accomplished. The plan should discuss management and communication methods and these items:

- **Organization and coordination of field staff and support staff**. Please identify who does what and the amount of time they are dedicated to the project. Will teams or single staff be collecting field samples and data? What is the plan if injuries or illness prevents primary team members from working on this project? List any planned subcontractor(s) or back up staff (if applicable) and their role(s).

- **Scheduling Activities.** Sampling schedules are to be submitted by the Consultant and must follow the scheduling requirements indicated in the Scope of Work. Sampling must be scheduled for Monday through Thursday excluding any federal holidays. All tasks for each station must be completed on the same day and some stations must be sampled on the same day as a group. How will the Proposer schedule the work? How will sites missed due to high water, weather, equipment failure, etc., be rescheduled within time frames? Example schedules may be submitted, but are not required.

- **Field data entry, QA, and correction procedures**. **Quality Assurance/Quality Control**

(**QA/QC) Methods**. Is the Consultant familiar with standard sample submission requirements? Who will enter and verify field data? When will data be entered to insure necessary information is received before samples are checked in at the lab? How will data submitted be QA'd and verified? What specific internal procedures are in place to minimize errors submitted? How will errors be corrected? A valid Quality Plan / sampling protocols for sampling organization(s) covering types of sampling and monitoring to be conducted under this RFP.

Project Management

Management and communication methods

- **Equipment**: List all major equipment (vehicles, boats, meters, coolers for shipping samples, DI water availability, water sampling equipment, filtration devices, portable generator, hoses, pumps, artificial substrate samplers, dip nets, microscopes, stocks of calibration standards) and condition of the equipment to be used to accomplish the project goals. Indicate if the equipment is currently owned and used by the Consultant, or whether the equipment will be rented, borrowed or bought pending selection. Include how sampling will continue if primary equipment fails, including any back up equipment that may be used.

- **QA/QC Methods and Quality Assurance Manual**: Submit a copy of the Consultant's Quality Assurance Manual in accordance with 62-160, F.A.C. including staff training and certifications such as completion of Florida Department of Environmental Protection (FDEP) water sampling training. Training for FDEP water sampling must have been completed after the release of the last SOP revision (March 1, 2014) and certifications must be current within expiration dates.

- **Laboratory Analyses**: Laboratory methods and certifications must demonstrate that minimum detection limits are sufficient to evaluate water quality targets in the Florida Keys Reasonable Assurance document.

- **Subcontractor Documentation**: Failure to submit subcontractor documentation may result in the disqualification of that particular subcontractor's qualification from consideration in the response package

Tab 5. Other Information / Value Added Options / Contract Deviations / Other Clients/ Local Familiarity

Other Information: add any additional information that may help in the evaluation of the services offered.

Value Added Options: Describe any value-added options that may make the project more effective or more cost efficient.

Describe your firm's familiarity with the City of Key West, previous marine work in the City or similar communities, and the constraints and opportunities.

Describe the firm's completed projects for clients in the United States, Florida, in the Southeast region of the United States and for state and local government clients, particularly in Monroe County.

Consultants shall provide any additional project experience that will give an indication of the Consultant's overall abilities.

If the Consultant will require any other information from the City not included in this Request for Proposal or require from the City any information in a particular computerized format in order to carry out the Scope of Work, the Consultant shall also include such request in this section, i.e. Tab 5.

The proposer shall provide a disclosure of all work for other clients that may be affected by work on the proposed contract to avoid a potential conflict of interest.

Tab 6 – Cost Effectiveness

Provide a cost schedule for the duration of the contract/project. The schedule shall specifically identify all rates to be charged for the required services and provide a total cost for each task specified in the scope based on the required services and deliverables. Any reimbursable fees or other costs should be identified and included in the fee proposal. In addition, provide a list of any additional costs that will be charged by your firm for providing the requested services within the defined Scopes of Services.

The cost proposal is one of the criteria considered in the final recommendation; however, it is not the only factor in the selection process. Other factors, such as expertise, experience, and the proposed approach to the project, will also be taken into account.

Tab 7 Project Schedule and Deliverables

The Consultant shall set forth a schedule clearly identifying the tasks to be completed, the amount of time to complete, and approach to work. Describe the project reports that will be submitted and the experience of your staff in generating those deliverables.

The proposal shall clearly specify when sampling visits are made, and that such costs are included in the overall costs.

Tab 8 Litigation

Please provide the following information:

- A list of the person's or entity's shareholders with five (5) percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; or, if a solely owned proprietorship, names(s) of owner(s);
- A list of the officers and directors of the entity;
- The number of years the person or entity has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the bid specifications (include a list of similar projects);
- The number of years the person or entity has operated under its present name and any prior names;
- Answers to the following questions regarding claims and suits:

  a. Has the person, principals, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? If yes, provide details;

  b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? If yes, provide details;

  c. Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five (5) years, been a party to any lawsuit, arbitration, or mediation with regard to a contract for services, goods or construction services similar to those requested in the specifications with private or public entities? If yes, provide details;

  d. Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the City or been sued by the City in connection with a contract to provide services, goods or construction services? If yes, provide details;

  e. Whether, within the last five (5) years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation;

  f. Customer references (minimum of three), including name, current address and current telephone number;

  g. Credit References (minimum of three), including name, current address and current

telephone number; and

h. Financial statements for the prior three years for the responding entity or for any entity that is a subsidiary to the responding entity.

Tab 9. City Forms

Consultants shall complete and execute the forms specified below in this RFP, as well as copies of all business licenses and receipts for business tax and shall include them in this section:

Forms:

- **Anti-Kickback Affidavit**
- **Public Entity Crimes Form**
- **City of Key West Indemnification Form**
- **Equal Benefits for Domestic Partners Affidavit**
- **Cone of Silence Affidavit**
- **Non-Collusion Affidavit**
- **Local Vendor Certification**
- **City of Key West E-Verify Affidavit**
- **Noncoercive Conduct Affidavit**
- **Scrutinized Companies Certification**

Tab 10 – Project Location and Local Preference

Include in this section the location of the main office, the location of the office proposed to work on this project, and a discussion of the following as it pertains to your proposal:

The evaluation criterion includes evaluation points which recognize a preference for "local businesses". A local preference may be assigned as follows:

For requests for proposals in which objective factors are used to evaluate the responses from vendors and are assigned point totals, if, upon the completion of final rankings (technical and price combined, if applicable) by a selection committee or the city commission, a qualified and responsive nonlocal business is the highest ranked proposer and the ranking of a qualified and responsive local business is within five percent (5%) of the ranking obtained by the qualified and responsive nonlocal business, the highest ranked qualified and responsive local business shall have the opportunity to submit an offer to match the price offered by the highest ranked qualified and responsive nonlocal business within three (3) working days of a notice of intent to award. If such highest ranked local business submits a price that fully matches the price of such highest ranked qualified and responsive nonlocal business, or the original price of the highest ranked local business is equal to or less than that of such highest ranked nonlocal business, then such local business shall proceed to negotiations with the city. If the highest ranked qualified and responsive local business declines or is unable to match the price of the highest ranked qualified and responsive nonlocal business, then the city shall proceed to negotiate with such highest ranked nonlocal business.

Any Consultant claiming a local preference as defined in the city of Key West Code Sec. 2-798 must

complete the *Local Vendor Form* and attach it to the proposal.

3.4 ASSIGNMENT

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

3.5 CONTRACT CANCELLATION

The City of Key West reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to the Awarded Consultant, and Awarded Consultant reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred-twenty (120) days written notice to the City Manager. In the case of cancellation by the Awarded Proposer, reparations must be paid to the City in the amount of 50% of the contract amount.

END OF SECTION 3

SECTION 4

AFFIDAVITS AND CERTIFICATIONS

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

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS.

LIST OF ATTACHED FORMS:

1. **Anti-Kickback Affidavit**
2. **Public Entity Crimes Form**
3. **City of Key West Indemnification Form**
4. **Equal Benefits for Domestic Partners Affidavit**
5. **Cone of Silence Affidavit**
6. **Non-Collusion Affidavit**
7. **Local Vendor Certification**
8. **City of Key West E-Verify Affidavit**
9. **Noncoercive Conduct Affidavit**
10. **Scrutinized Companies Certification**

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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

By:_____

Sworn and subscribed before me this _____ day of _____20___.

_____
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:_____

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

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

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

_____

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

_____

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

_____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

3. My name is _____
(please print name of individual signing)

and my relationship to the entity named above is _____

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

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

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

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

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

_____
(signature)

_____
(date)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this _____day of _____ , 20___.

My commission expires:

_____
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Consultant expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Consultant's insurance or $1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant 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 Consultant or of any third party to whom Consultant may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONSULTANT: _____ SEAL:

Address

_____

Signature

_____

Print Name

_____

Title

DATE: _____

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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

_____

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

By:_____

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

_____

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:_____

CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

:

SS COUNTY OF MONROE)

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

By: _____

Sworn and subscribed before me this

_____ day of _____, 20__.

_____

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

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 Phone:

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

Length of time at this address

_____ _____
Signature of Authorized Representative Date

STATE OF_____
COUNTY OF_____

The foregoing instrument was acknowledged before me this _____day of _____, 20___.
By_____, of_____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced_____as identification
(type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

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

_____
Title or Rank

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

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

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

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

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

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

_____ _____

Date (Signature of Authorized Representative)

State of_____,
County of_____,

Personally Appeared Before Me, the undersigned authority,_____ who, ☐ being personally know or ☐ having produced his/her signature in the space provided above on this _____ day of _____, _____20_____.

_____ _____

Signature, Notary Public Commission Expires

Stamp/Seal:

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES

Entity/Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative: _____
(Name and Title)
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

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

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

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

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

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

Authorized Signature:_____
Print Name:_____
Title:_____

VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: _____,
Print Name *Print Title*
who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____.

END OF SECTION 4

EXHIBIT "A"
MINIMUM INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

1.0 **GENERAL INSURANCE REQUIREMENTS:**

1.01 During the Term of the Agreement, Consultant shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.

1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

1.03 The City shall be specifically included as an additional insured on Consultant's Liability policies with the exception of Consultant's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.

1.04 Consultant shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.

1.05 If Consultant fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if Consultant refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City.

1.06 Consultant shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, Consultant shall promptly authorize and have delivered such statement to the City.

1.07 Consultant authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with Consultant's insurance agents, brokers, surety, and insurance carriers.

1.08 All insurance coverage of Consultant shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of Consultant in this Agreement.

1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.

1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.

1.11 The insurance coverage and limits required of Consultant under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for Consultant. The Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the

Consultant have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of Consultant. No personal property owned by City used in connection with these business activities shall be considered by Consultant's insurance company as being in the care, custody, or control of Consultant.

1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, Consultant shall be responsible for all deductibles and self-insured retentions.

1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.

1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.

1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of Consultant.

1.17 If Consultant utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, Consultant will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of Consultant. In addition, Consultant will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for Consultant contained within this Agreement. Consultant shall obtain Certificates of Insurance comparable to those required of Consultant from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Consultant for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

2.01 All requirements in this Insurance Section shall be complied with in full by Consultant unless excused from compliance in writing by the City.

2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

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

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	$1,000,000.00 Limit Each Accident
	$1,000,000.00 Limit Disease Aggregate
	$1,000,000.00 Limit Disease Each
Employee	

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

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

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

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

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

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

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

or

Bodily Injury & Property Damage Liability	$1,000,000.00 Combined Single Limit Each Accident

If Consultant does not own any vehicles, this requirement can be satisfied by having Consultant's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Fire and Allied Property Insurance shall be maintained by Consultant insuring all water quality monitoring equipment. Coverage shall be provided on an "All Risk" basis to include the perils of Wind and Flood. The minimum acceptable limits shall be the full Replacement Value of the water quality equipment.