ARTIBUS DESIGN

ENGINEERING AND PLANNING

City of Key West 11/30/2022

RE: REQUEST FOR QUALIFICATIONS
GENERAL ENGINEERING SERVICES
City of Key West RFQ # 22-006

Dear Mrs. McLauchlin,

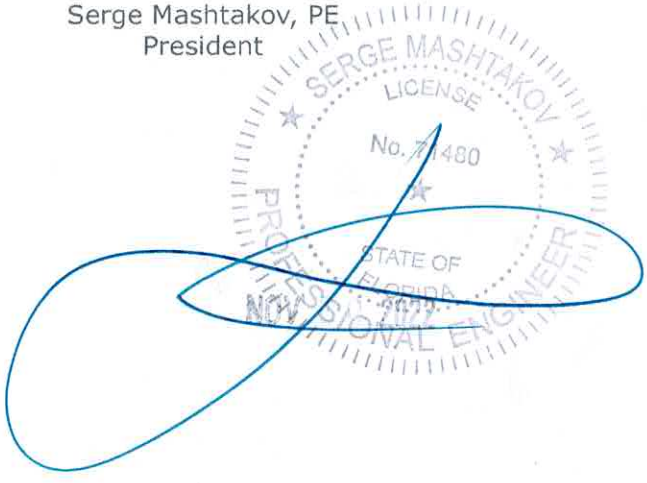
Thank you for the opportunity to present this proposal. Our company was established and is currently operating in City of Key West serving local government, private, commercial customers for almost 8 years. I have been practicing engineering in Monroe County since 2006 and very familiar with the local challenges and needs

We will be happy to provide dedicated professional engineering services to the City and serve public interest to the best of our abilities.

The enclosed package contains all requested documents.

Sincerely,

Serge Mashtakov, PE
President



3710 N. Roosevelt Blvd,
Key West, FL 33040

(305) 304-3512
info@ArtibusDesign.com
www.ArtibusDesign.com

ARTIBUS DESIGN
ENGINEERING AND PLANNING

Information Page

Principle Engineer: Serge Mashtakov, PE

Acting Project Manager:

Name: Serge Mashtakov, PE

Title: President

Address: Artibus Design LLC
3710 N Roosevelt Blvd,
Key West, FL 33040

Telephone: (305) 304-3512

E-mail: Serge@ArtibusDesign.com

Website: www.ArtibusDesign.com

ARTIBUS DESIGN

ENGINEERING AND PLANNING

Organization Chart / Company Profile

Address: Artibus Design LLC
3710 N Roosevelt Blvd,
Key West, FL 33040

Telephone: (305) 304-3512

E-mail: Serge@ArtibusDesign.com

Website: www.ArtibusDesign.com

Licenses: PE Lic. No.: 71480

Staff:		
	Serge Mashtakov, PE	- President. Principal Engineer
	Oleh Ambroziak	- Architectural Design, Drafting
	Alena Haichenia	- Structural Design, Drafting
	Elena Mashtakov	- Administrator, Clerical

All staff located in Key West

Company capabilities:

ARTIBUS DESIGN is a Full Service Engineering and Planning Firm Dedicated to Deliver Exceptional Service. We are a One Stop Destination For All Your Engineering Needs. Principal Structural Engineer Experienced in High Velocity Hurricane Zone (HVHZ) Design and Flood Resistant Construction Will Insure That Your Building is Built to Last.

ARTIBUS DESIGN

ENGINEERING AND PLANNING

Company management approach on structural engineering services:

Artibus Design is a small local company with we work only on small and medium size projects. All design and project management work is completed by Serge Mashtakov, PE, Alena Haichenia and Oleh Ambroziak in "hands on" direct design method. Structural members are sized and coordinated during the design / drafting process in a small office space.

Our business phone is directly linked to a cell phone and engineer can be reached without a delay during the design and construction management process.

Our office is conveniently located on North Roosevelt Blvd which allows us to respond to site visit, meeting, inspection requests within 30 minutes for City of Key West and Stock Island projects (unless other activities are scheduled at the same time).

This approach allows us to successfully handle small and medium size projects on time and on budget.

For any large scale projects ($3M and over construction cost budget) we would have to introduce sub-consultants. No subs are currently proposed, and any sub contractors would require prior approval by the City.

Structural elements of the buildings are sized using specialized software or manually. All final drawings are being proof read and reviewed by the engineer prior release to the client.

3710 N. Roosevelt Blvd,
Key West, FL 33040

(305) 304-3512
info@ArtibusDesign.com
www.ArtibusDesign.com

ARTIBUS DESIGN

ENGINEERING AND PLANNING

Serge Mashtakov, P.E.

Education:

- Lviv National Polytechnic University, Lviv, Ukraine
  Master of Science in Structural Engineering, June 2002 Graduated Cum Laude
- Lviv National Polytechnic University, Lviv, Ukraine
  Bachelor of Science in Structural Engineering, June 2001 Graduated Cum Laude
- University of Phoenix Individual Courses 2008
- FKCC Individual Courses 2008

Licenses and Certifications:

- Florida Professional Engineer #71480
- Qualified Stormwater Management Inspector #14464

Languages:

- English - full professional proficiency, Ukrainian - native proficiency
- Russian - native proficiency, German - elementary proficiency
- Polish - elementary proficiency

Technical Skills: AutoCAD 2000-2022, Autodesk RAS, Autodesk SSA, ICPR, Office

Work Experience:

Intern	June-September 2000
W. Markgraf GmbH & Co KG, Bayreuth, Germany	
Design Engineer	2002-2003
Majsternija Komfortu, Lviv, Ukraine	
Superintendent	2003-2004
Garant UTOG, Lviv, Ukraine	
Project Manager	2004-2005
Comfort-Bud, Kiev, Ukraine	
Co-owner, Project Manager	2005-2006
Red Ring Engineering LLC, Kiev, Ukraine	
Design Engineer	2006-2014
Weiler Engineering Corporation, Marathon, FL	
President	2014-Present
Artibus Design, Key West, FL	

List of Relevant Projects with Structural Engineering Role:

- City of Key West, Garrison Bight Marina - Dock Master Building
- City of Key West, Martin Luther King Center - Roof Structure Improvements
- Seven Fish Restaurant, 921 Truman Ave, Key West, FL
- 3700 N Roosevelt Blvd, Key West, FL (Former Dion's)
- Las Salinas HOA, Community Center, 3930 S Roosevelt Blvd, Key West FL
- Seaward Properties. 8700 Overseas Hwy, Marathon, FL, 45 unit workforce housing and 10 unit single family development.
- City of Marathon municipal wastewater and stormwater project.
- Key Largo wastewater treatment district wastewater collection systems and wastewater treatment facility.
- Seaport Hotel&Resort (The Marker Waterfront Resort) Key West, FL
- City of Key West, Waterfront Brewery (201 William St) Concrete Repairs,
- City of Key West, Rest Beach, 3 Pavilions
- City of Key West, Fleming Key Utility Crossing, Emergency and Permanent Repairs
- City of Key West, Mallory Square Pedestrian Bridge Improvement Details
- City of Key West, Edward B. Knight Pier – Span Replacement
- Bridges 040004, 040005, 040025, 040026 load rating and rehabilitation. DeSoto county.
- Tranquility Bay Resort. Marathon FL, Resort Expansion.

3710 N. Roosevelt Blvd,
Key West, FL 33040

(305) 304-3512
info@ArtibusDesign.com
www.ArtibusDesign.com

- Numerous single family residences, new construction, addition and rehab.

Serge Mashtakov, PE - Job Classification: **Structural Engineering, as Professional Engineer.**

3710 N. ROOSEVELT BLVD,
KEY WEST, FL 33040

(305) 304-3512
INFO@ARTIBUSDESIGN.COM
WWW.ARTIBUSDESIGN.COM

Qualifications. List of recent and relevant municipal and commercial projects		
Project Number YearMonth-##	**Client Name**	**Project Name and Address**
1605-10	William P Horn / City of Key West	300 Catherine St, Key West FL 33040, MLK Center Report
1607-09	William P Horn / City of Key West	Transient Restrooms / Dock Master Building | Garrison Bight - Structural Engineering
1711-12	City of Key West	Task Order #1701, Lagerheads Beach Bar Building, Post IRMA Report and Repair Recommendations and Details
1711-13	City of Key West	Task Order #1702, White Street Pier, Post IRMA Report and Repair Recommendations and Details
1712-06	City of Key West	Task Order #1703, White Street Pier, Preliminary Inspection and Evaluation of Concrete Spalling
1801-06	City of Key West	Task Order #1704, Schooner Wharf ADA Bathroom, 202 William St, Key West, FL 33040
1804-15	City of Key West	PO: 086088 Dated 01-30-2018, 907 Caroline St (Piano Shop), Key West, FL 33040 Structural Accessment
1804-19	City of Key West	Task #1705 Structural Eng for Edward B. Knight Pier
1805-05	City of Key West	P.O.: 086696, Task Order 1801 Mallory Square Pedestrian Bridge Removal and Reinstallation Details
1806-04	City of Key West, AIPP	Arts In Public Spaces, Sculpture Foundation, 1300 White St, Key West, FL 33040 (DONATED SERVICES)
1811-07	City of Key West	PO 088053 Dated 10/25/2018, 631 Greene St Dumpster Enclosure
1811-18	City of Key West	201 William St, Key West, FL 33040, Bumblebee Gift Shop
1812-04	City of Key West	PO P088365, Building Due Diligence Inspection to Support Acquisition of KW Citizen building at 3420 Northside Dr, Key West, FL 33040
1812-05	city of Key West	PO 088266 Coral Relocation - Coch Republic Seawall
1902-05	City of Key West	1803 Smathers Beach Bathroom West, 1910 S Roosevelt Blvd, Key West FL 33040 P.O. 088493 (12-20-2018)
1904-13	City of Key West	PO 089245 04/25/2019 Fleming Key Utility Bridge Emergency Repairs
1907-09	City of Key West	Task Order #1802, Preliminary Concrete Spalling Evaluation Report, 201 William St, Key West, FL 33040
1907-20	City of Key West	P.O.: 089800 - Rest Beach Pavilions - Structural Engineering
1908-10	City of Key West	P.O.: 089849 - Replacement of damaged pipe support sleepers along Riviera Bridge Forcemain crossing - Structural Engineering. S Roosevelt Blvd, Key West, FL 33040
1912-08	City of Key West	PO 090224 10/08/2019 Design of Permanent Repairs for the Fleming Key Utility Bridge
2002-07	City of Key West	PO 090600 10/25/2019 201 William St - Spalling Repair - Design, Bidding & CEI Services
2004-05	City of Key West	P.O.: 091615 - Date 04/07/2020 Eaton/Duval St, Key West, FL 33040, Traffic Light Fondation
2004-09	City of Key West	730 Duval St, Key West, FL 33040 - Wood Post Foundation
2004-14	City of Key West	P.O.: 091581 - Date 03/30/2020 631 Greene St, Key West, FL 33040, Conch Republic Roof and Wall facade repairs
2008-04	City of Key West	3420 Northside Dr, Key West, FL 33040 - Re-roofing Design Pressures
2008-12	City of Key West, AIPP	Arts In Public Spaces, Wavehenge Sculpture Foundation, Truman Waterfront Park, Key West, FL 33040 (DONATED SERVICES)
2011-14	City of Key West	P.O.: 092382 - Rest Beach Pavilions - Site Plan and Cut/Fill Estimate
2102-12	City of Key West	PO# 093237 - Dated 01-08-2021, BOAT HOUSE (TK'S) ENGINEERED DESIGN FOR DRAINAGE ISSUES RESOLUTION
2107-08	City of Key West	PO: 093677 Dated 03-29-2021, Lazy Way St (Recording Studio), Key West, FL 33040 Structural Accessment
2110-10	City of Key West	PO 094336 Structural Assessment of Staples Avenue Bicycle/Pedestrian Bridge
2204-06	City of Key West	301 Front St, Key West, FL 33040 - Wood Post Foundation
2206-01	City of Key West	100 Grinnell St, Key West, FL 33040- Ferry Terminal Fence Improvements, PO# 96216
2206-02	City of Key West	220 Margaret St , Key West, FL 33040 - Turtle Kraals - Walking wood frame decking replacement
2210-16	City of Key West	300 Grinnell St, Key West, FL 33040 - Park N Ride Report
1909-15	City of Marathon	City of Marathon Community Park Office building Addition – Value engineering of structural components
2001-10	City of Marathon, Director of Planning, George Garrett	Crain Point Hammock Sculpture Trail Exhibit - Sculpture Foundation Drawings
2112-03	City of Marathon	810 33rd St, Marathon FL, 33050 - Site Visit and evaluation of structural adequacy of existing building, housing After Care
2010-15	Burke Energy	KLWTD - Solar Power Project
2011-01	Key West Housing Authority	817-820 Washington St, Key West, FL - Concrete Repairs
1906-06	Edgar Braswell / Bella Construction	35 Diamond Dr, Big Coppitt, FL 33040

Representative engineering experience and client references

1. **City of Marathon, Various Projects**
   Carlos A. Solis, P.E.
   Director of Public Works & Engineering
   City of Marathon | Public Works
   9805 Overseas Highway | Marathon, FL 33050
   Office: 305-289-5008 | Cell: 305-481-0451
   solisc@ci.marathon.fl.us | www.ci.marathon.fl.us

2. **City of Key West, Port and Marine Services**
   Various Projects
   Karen Olson
   Deputy Director
   Port & Marine Services
   (305)809-3803
   E: kolson@cityofkeywest-fl.gov

3. **City of Key West, Engineering**
   Various Projects
   Kelly M. Crowe, P.E.
   Utilities Director
   City of Key West
   305 809-3967

4. **William P. Horn, R.A., NCARB, LEED AP (BD+C)**
   William P. Horn Architect, PA
   Various Projects including for Monroe County and School Board
   915 Eaton St,
   Key West, FL 33040
   305-296-8302
   E: william@wphornarchitect.com

5. **Robert Wright, M.S.Ed.**
   Principal
   The Basilica School of Saint Mary Star of the Sea
   700 Truman Avenue
   Key West, Florida 33040
   Phone: 305-294-1031
   E: principal@basilicaschool.com

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

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

BY:_____

sworn and prescribed before me this 30 day of Nov, 2022

NOTARY PUBLIC, State of Florida

My commission expires: 1/25/2025

NOTARY PUBLIC STATE OF FLORIDA
VERONICA CLEARE
Commission # HH 084046
Expires January 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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

30 day of November, 2022.

_____

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 1/25/2025

VERONICA CLEARE
Commission # HH 084046
Expires January 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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

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

1. This sworn statement is submitted for SERGE MASHTAKOV
(print individual's name and title)

by ARTIBUS DESIGN LLC
(print name of entity submitting sworn statement)

whose business address is 3710 N ROOSEVELT BLVD

and (if applicable) its Federal Employer Identification Number (FEIN) is 47-1217989
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

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

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

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

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

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of 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.

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

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

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

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

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

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

(SIGNATURE)

11/30/2022
(DATE)

STATE OF Florida

COUNTY OF Monroe

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

NOTARY PUBLIC

My commission expires: 1/25/2025

VERONICA CLEARE
Commission # HH 084046
Expires January 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of ARTIBUS DESIGN LLC

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: SERGE MASHTAKOV

Sworn and subscribed before me this 30 day of November 2022.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 1/25/2025

VERONICA CLEARE
Commission # HH 084046
Expires January 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

CONE OF SILENCE AFFIDAVIT

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

STATE OF Florida)
: SS
COUNTY OF Monroe)

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

30 day of November, 2022.

NOTARY PUBLLIC, State of Florida at Large

My Commission Expires: 1/25/2025

VERONICA CLEARE
Commission # HH 084046
Expires January 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Sec. 2-773. Cone of Silence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) *Procedure.*

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

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

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

(e) *Violations/penalties and procedures.*

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

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

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

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

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

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

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

COMPANY SEAL

PROPOSER: ARTIBUS DESIGN LLC

Address: 3710 N. ROOSEVELT BLVD KEY WEST, FL 33040

Signature

SERGE MASHTAKOV
LICENSE
No. 71480
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SERGE MASHTAKOV — 11/30/2021
Print Name — Date

PRESIDENT
Title

NOTARY FOR THE PROPOSER

STATE OF Florida

COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 30 day of Nov., 2022. By__, of SERGE MASHTAKOV (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)

or has produced_____as identification.

Signature of Notary

VERONICA CLEARE
Commission # HH 084046
Expires January 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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

Supporting documents to: City of Key West Purchasing

Title or Rank

Procurement Requirements: 2 CFR 200

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

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

   1) Non-government Conflicts

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

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

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

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

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

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

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

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

5. Unnecessary or Duplicative Items: Provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

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

7. Settlement of All Contractual and Administrative Issues: The City alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not

limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the City unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

8. Local Preference: Local preference is not allowed.

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

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

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

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

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

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

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

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

remedy, as the City deems appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

Federal awarding agency.

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

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

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

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

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

up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

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

In the event CDBG funding is obtained:
24 CFR 135.38

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

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

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

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

Exhibit B

Submitter Ranking Form

Project Name: **General Engineering Services**

Project Number: RFQ #22-006

Firm

_____

Date

_____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Specialized experience and technical competence of the firm in the listed disciplines.	35	
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	20	
Past Work Experience	20	
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	15	
Ability to complete required services with in-house staff	5	
Other certifications including LEED and FDOT certified staff professionals	5	
Total Points	**100**	