CONTRACT DOCUMENTS FOR:

RFP #001-18
Emergency Management
Consulting Services
CITY OF KEY WEST

DECEMBER
2017

MAYOR: CRAIG CATES

COMMISSIONERS:

RICHARD PAYNE

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JIMMY WEEKLEY

CLAYTON LOPEZ

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TABLE OF CONTENTS

Page No.

PART 1 - GENERAL PROPOSAL REQUIREMENTS

REQUEST FOR PROPOSAL 4
INSTRUCTIONS TO PROPOSER 6
INSURANCE REQUIREMENTS 11
PROPOSAL SUBMITTAL REQUIREMENTS 13
BID PROPOSAL FORM…….. 15
SCOPE OF SERVICES…….....18
ANTI-KICKBACK AFFIDAVIT 55
SWORN STATEMENT UNDER SECTION 287.133(3)(A) 56
CITY OF KEY WEST INDEMNIFICATION FORM 59
EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT 60
CONE OF SILENCE AFFIDAVIT 61

PART 2 – CONSULTING RANKING FORM 62
PART 3 - DRAFT AGREEMENT 63
PART 4 - CONE OF SILENCE ORDINANCE 80

PART 1

GENERAL PROPOSAL

REQUIREMENTS

REQUEST FOR PROPOSAL

Notice is hereby given to prospective proposers that sealed proposals will be received by the City of Key West until 3:00 pm on January 10th, 2018 for RFP #001-18 EMERGENCY MANAGEMENT CONSULTING SERVICES, and then will be publicly opened and read. Any proposals received after the time and date specified will not be considered.

Please submit one (1) original and two (2) flash drives with one single PDF file of the entire proposal package. Proposal package is to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside: "RFP #001-18 – EMERGENCY MANAGEMENT CONSULTING SERVICES" with the due date and the respondent's name, addressed and delivered to the City Clerk at:

CITY CLERK
CITY OF KEY WEST, FLORIDA
1300 WHITE STREET
KEY WEST, FLORIDA 33040

The City of Key West requires the services of a qualified individual or firm to identify possible grant opportunities, coordinate with City staff the assimilation and compilation of information and data required to put forth a concise and complete grant application, prepare the grant application, respond to questions and/or requests from the grant making organization and monitor on behalf of the City of Key West the progression of the submitted application until such time the application is awarded or denied.

The full Request for Proposal may be obtained from Demand Star by Onvia or the City of Key West. Please contact Demand Star at www.demandstar.com or call toll-free at 1-800-711-1712 or www.cityofkeywest-fl.gov.

The Proposer will be required to furnish documentation with his proposal showing that he is in compliance with any and all licensing requirements of the State.

The Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; and within 10 days following the Notice of Award, demonstrate that he holds at a minimum, the following license & certificate:

A. City of Key West Business Tax Receipt

Compliance with these provisions is required before the Firm can enter into an agreement contained in the Contract Documents.

Before a Contract will be awarded for the work contemplated herein, the City will conduct such investigation as is necessary to determine the performance record and ability of the selected

Proposer to perform the size and type of work specified under this Contract. Upon request, the Proposer shall submit such information as deemed necessary by the City to evaluate the Proposer's qualifications.

For information concerning the proposed work please contact Kenneth Wardlow Jr., Emergency Management Director, by email at kwardlow@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

City of Key West does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

As stated above at the time of the proposal submittal the Proposer must provide satisfactory documentation of State Licenses. The Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The City may reject proposals for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its proposal, (3) if the proposal does not strictly conform to the law or is non-responsive to the proposal requirements, (4) if the proposal is conditional, (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the City, or (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any proposal.

INSTRUCTIONS TO PROPOSER

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning of intent of said Contract Documents, the Proposer should request of the Emergency Management Director, in writing (at least 14 calendar days prior to proposal opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Proposers shall submit with their Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Services section.

3. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CITY. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein.

4. PROPOSERS UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so

will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each proposer shall inform himself of, and the Proposer awarded a Contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees, and similar subjects.

5. ATTACHMENTS

Proposer shall complete and submit the following forms with his proposal:

- Proposal Form
- Anti-Kickback Affidavit
- Sworn Statement under section 287.133(3)(a) Florida Statutes, on Public Entity Crimes
- Indemnification Form
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- All requirements listed in Proposal Submittal Requirements
- All required Insurance forms or indication of ability to comply with requirements upon reward of contract
- Signed addenda or confirmation of receipt of all addenda (please list)

6. STATE AND LOCAL SALES AND USE TAXES

Unless the contract documents contain a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

7. SUBMISSIONS OF PROPOSALS

All PROPOSALS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Request for Proposal.

PROPOSALS must be made on the PROPOSAL forms provided herewith, **submit one (1) ORIGINAL proposal package and two (2) FLASH DRIVES containing a single PDF file of the entire proposal package.**

Each PROPOSAL must be submitted in two (2) sealed envelopes, one within the other, each marked as to indicate the Proposer's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the Request for Proposal.

8. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of PROPOSALS, any PROPOSAL submitted may be withdrawn by notice to the party receiving PROPOSALS at the place designated for receipt of PROPOSALS. Such notice shall be in writing over the signature of the Proposer. No PROPOSAL may be withdrawn after the time scheduled for opening of PROPOSALS, unless the time specified in paragraph AWARD OF THE CONTRACT of these Instructions to Proposers shall have elapsed.

9. AWARD OF CONTRACT

The CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written Notice of Award, mailed to the office designated in the Proposal, or delivered to the Proposer's representative. In the event of failure of the selected Proposer to sign the Contract and provide acceptable insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the second ranked Proposer.

The CITY reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

10. BASIS OF AWARD

A selection committee will evaluate all proposals that meet the minimum qualifications of the RFP. Each committee member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth below. The evaluation of this RFP will be based on a Proposer's aptitude, experience, qualifications and approach to tasks as identified herein by the City. Completed evaluations shall be combined and tallied at a publicly noticed meeting. The City reserves the right to interview one or more of the highest ranked candidates as part of its evaluation. Upon completion of its evaluation process, the selection committee shall provide the results of the scoring and ranking to the City Commission, along with a recommendation to award the contract to the highest ranked

Proposer. Proposers may be required to make a brief presentation to the City Commission. The City Commission will evaluate all responsive written proposals and will review the selection committee's recommendation. However, the City Commission is not obligated to accept the recommendation of the selection committee. If the City and the first ranked firm are unable for any reason to negotiate a contract the City shall, either orally or in writing, formally terminate negotiations with the selected firm. The City may then negotiate with the next highest ranked firm. The negotiation process may continue in this manner through successive firms until an agreement is reached or the City terminates this RFP.

SELECTION CRITERIA	POINTS ALLOWED
Professional Qualifications of Key Personnel	25
Program Approach	25
Familiarity with Local Area	10
Cost Proposal and Pricing Methodology	30
Subtotal Points	**90**
References	10
Total Points	**100**

The City reserves the right to hire more than one grant writer due to the range of grant interest by the City of Key West or the skill one grant writer may have in a particular grant area(s).

11. EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) working days after receiving the Notice of Award, sign and deliver to the City two (2) original Contracts in the draft form hereto attached, together with the insurance requirements and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Proposer, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract. **The attached agreement is for draft purposes only. The City reserves the right to make changes to the Contract prior to signature.**

12. TERM OF CONTRACT

It is anticipated that the City will enter into a three (3) year agreement that may be extended on an optional basis at the end of the term for an additional period of two (2) years for a total of five years upon mutual agreement of the parties.

13. PROPOSER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Proposer, 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 the Contract Documents.

The Proposer further declares that he has carefully examined the Contract Documents and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

14. ADDENDA

The Proposer hereby acknowledges that he has received Addenda No's. _____, _____, _____. Proposer shall insert No. of each Addendum received and agrees that all addenda issued are hereby made part of the Contract Documents, and the Proposer further agrees that his Proposal(s) includes all impacts resulting from said addenda.

15. SALES AND USE TAXES

The Proposer agrees that all federal, state, and local sales and use taxes are included in the stated unit prices for the work.

INSURANCE REQUIREMENTS

1. **CONSULTANT** is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the **CONSULTANT** shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	$1,000,000	Combined Single Limit
General Liability	$2,000,000	Aggregate (Per Project)
	$2,000,000	Products Aggregate
	$1,000,000	Any One Occurrence
	$1,000,000	Personal Injury
	$ 300,000	Fire Damage/Legal
Professional Liability (if appl.)	$1,000,000	Per Claim/Aggregate
Additional Umbrella Liability	$2,000,000	Occurrence / Aggregate

2. **CONSULTANT** shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on a **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at **least as broad as CG 2010 (11/85) or its Equivalent, (combination of <u>CG 20 10 07 04</u> and <u>CG 20 37 07 04</u>, providing coverage for completed operations is acceptable)** INCLUDING a **"Waiver of Subrogation"** clause in favor of City of Key West on all policies. **CONSULTANT** will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

3. Notwithstanding any other provision of the Contract, the **CONSULTANT** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **CONSULTANT** who is performing any labor, services, or material under the Contract. Further, **CONSULTANT** shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	$500,000
Bodily Injury by Disease Each Employee	$500,000
Bodily Injury by Disease Policy Limit	$500,000

4. **CONSULTANT** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

5. **CONSULTANTS's** insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

6. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

7. **CONSULTANT** will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **CONSULTANT** will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **CONSULTANT**.

PROPOSAL SUBMITTAL REQUIREMENTS

The City requires each Proposer to submit a concise proposal using 8 ½" by 11" pages clearly addressing all of the requirements outlined in this RFP. Proposals shall include, at a minimum, the following items:

1. Cover Letter: No more than two (2) pages in length or one (1) double-sided page.

    - Entity name, address, phone, website and email address.

    - The name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal.

2. Responses to the RFP: No more than twenty (20) pages in length or ten (10) double-sided pages.

    - Organization chart, number of employees, company information (founding and history, service areas, and awards or other forms of recognition), financial information (filed for bankruptcy in the past, is currently in bankruptcy or has bankruptcy action pending), litigation (list project name and nature of litigation of any past, pending or present litigation, arbitration or dispute relating to the services described herein, that you or your firm has been involved in within the last five (5) years), summary of current workload

    - Qualifications: Please provide documentation of the professional qualifications of the key personnel to be employed. Such documentation shall include, but not be limited to:
        1. Resumes of academic training and employment in the area of emergency management.

        2. List of federal, state, and local FEMA reimbursements that have been successfully secured over the past five (5) years.

        3. Include three (3) examples of FEMA Public Assistance Advisory services submitted including pricing methodology used.

    - Program Approach and Price: Please submit a program approach for the completion of the scope of services requested above and price for a three (3) year period. The approach and price, at a minimum, shall include the following:

        1. From a technical perspective, explain why your organization should be selected for performing the services covered under this Request for Proposals

and how you can add value to the goals and objectives of the City. Include examples of your success in performing such services with other entities.

2. From a logistics perspective, explain how your organization intends to interact and interface with the City in the performance of the Services covered under the Request for Proposals.

3. Specify address of Firm's designated office where the majority of work on this project will be performed. Indicate percentage total overall of the Services to be performed by the Firm's office specified above. Specify address of Firm's other office(s) where any part of the work for these Services will be performed, if applicable.

4. Describe any limitations that may exist that would impact your organization's ability to perform the services covered under this RFP. The City of Key West is an island with unique vulnerabilities.

5. Proposed price for a three (3) year period for the scope of services of the RFP. The price includes, but is not limited to, CONSULTANT'S travel costs (meals and lodging), transportation, fringe benefits, clerical support, salaries, general overhead costs, direct expenses, profit and all other out-of-pocket expenses.

6. Any other material as may be helpful to establish that the respondent has the necessary facilities, ability, and financial resources to furnish the required services in a satisfactory manner.

- Familiarity with Florida and the Florida Keys: Describe experience with emergency management in Florida and, particularly, the Florida Keys. Describe the types of emergencies involved.

- Client References: Please provide a minimum of three (3) client references for which you have provided a similar service within the past five years of the scope and nature required by this RFP along with contact name, phone number, and email for the references.

3. Attachments: All required attachments listed in Instructions to Proposer

BID PROPOSAL FORM

To: The City of Key West

Address: 1300 White Street, Key West, Florida 33040

Project Title: Emergency Management Consulting Services

Bidder's contact person for additional information on this Proposal:

Company Name: _____

Contact Name & Telephone #: _____

Email Address: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, 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.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Saturdays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto and will provide evidence of holding required licenses and certificates as indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____,

____, _____, ____, ____, _____, _____, _____, _____, _____, _____,

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

SURETY

_____ whose address is

_____, _____, _____,_____

Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is _____

_____ doing business at

_____, _____, _____, _____

Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

_____ _____

_____ _____

_____ _____

_____ _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2017.

_____

Signature of Bidder

_____

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____ 2017.

(SEAL)

_____

Name of Corporation

By _____

Title _____

Attest_____

_____

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

SCOPE OF SERVICES, Emergency Response

The selected contractor will assist The City of Key West in strategically managing the City's claim developments and administration under Federal and State Disaster Programs related to Hurricane Irma, and any proceeding disasters during the term of this contract. Such Federal Programs may include, but not limited to: FEMA Public Assistance (PA), FEMA 404 Hazard Mitigation Grant Program (HMGP), HUD Community Development Block Grant Disaster Recovery, Federal Highway Emergency Relief Program, Federal Transit Administration, and Small Business Administration. Examples of disaster recovery services that may be required, include:

I. FEMA Public Assistance Advisory Services

1. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of the client
3. Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013.
4. Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed.
5. Provide technical assistance, as requested. Technical assistance may involve engineering and architectural support, among other types of assistance.
6. Help assess damage to public infrastructure components, transportation systems, and facilities, as needed.
7. Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submittal including timekeeping and staff assignment records.
8. Review for all data and supporting documentation to determine whether costs appear eligible and are adequately supported.
9. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions ("DDDs") and a project's Scope of Work ("SOW").
10. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act.
11. Evaluate alternate and/or improved projects.
12. Review Project Worksheets to determine final eligible costs and third party refunds and reimbursements.
13. Reconcile eligible costs and prepare Project Worksheet versions, as necessary.

14. Prepare first and second appeals, as requested.
15. Monitor reconstruction efforts, actual versus PW scope of repair, and progress payments.
16. Perform PW closeouts.
17. Prepare appeals and arbitration, as required.
18. Respond to audit findings, as required.

II. FEMA 404 and 406 Hazard Mitigation Expertise

1. Assist in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.
2. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

III. Financial and Grant Management Support

1. Advise on FEMA's rules, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
2. Provide general grant management advice.
3. Perform internal controls assessment.
4. Conduct pre-audit activities and prepare documentation for audit.
5. Meet as necessary with City/County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to Federal and State regulations.
6. Prepare reports for the State and FEMA, as needed.
7. Provide oversight of contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.
8. Categorize, record, track and file costs in support of the financial reimbursement process. Track Project Worksheet status and status of payment from the State.
9. Assist in providing interagency (Federal, State, County, City) coordination and technical support, as well as identifying funding resources that may be available to assist in the long-term recovery process.

IV. Public Insurance Adjustment Support

1. Work with the County to identify any potential insurance claims.

2. Work with the County's insurance carrier(s) to ensure maximum insurance coverage is applied to impacted facilities.
3. Work with FEMA and the State to ensure proper insurance coverage is applied to project worksheets.

V. HUD Community Development Block Group Disaster Recovery (CDBG-DR) Support Services

1. Provide knowledge, experience and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.
2. Conduct unmet needs assessments that identify type and location of the community's disaster recovery needs especially in the three core aspects of recovery – housing, infrastructure, and the economy.
3. Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery.
4. Provide technical assistance as requested including HUD level environmental reviews and clearance and other cross-cutting federal requirements such as procurement, federal labor standards, fair housing, accessibility, uniform administrative requirements, and monitoring and compliance.
5. Help develop and submit HUD required Action Plan for Disaster Recovery, Action Plan Amendments, performance reporting, and grant closeout.
6. Develop policies and procedures for implementing CDBG-DR funded programs and activities including contractor, subcontractor, and sub recipient oversight and monitoring.

Maintain project files with supporting documentation for all CDBG-DR funded activities.

COMPENSATION

This is an As-Needed contract. The CITY reserves the right to request and assign services at its sole discretion. Contract services will only be performed when requested and as designated by the City Manager, Division Chief of Emergency Management and Training (or by authorized designee) by approved Work Authorization issued in writing.

The selected PROPOSER will be compensated for work completed in accordance with the Unit Price Proposal Schedule attached hereto and identified as ATTACHMENT A. All costs presented in ATTACHMENT A are binding through the three (3) year term of the contract.

INVOICING AND PAYMENT

Invoices will be issued by the selected proposer for all work performed. Each invoice will list the date each service(s) completed, service(s) provided, number of individuals completing the work, and name(s) of the person(s) completing the work. Invoices are to be submitted and paid in

accordance with the Florida Prompt Payment Act.

PROPOSAL REQUIREMENTS

INSTRUCTIONS TO PROPOSERS

1 Quotations for services are to be provided on the PROPOSAL SCHEDULE included herein, and shall be completed in ink or typewritten.

2 Owner's Allowance, if specified in the PROPOSAL SCHEDULE included herein, is to be included in the proposed total CONTRACT price.

3 The successful PROPOSER agrees that, upon receipt of the NOTICE OF AWARD, it shall execute and deliver to CITY OF KEY WEST four (4) copies of the CONTRACT and the CITY OF KEY WEST CERTIFICATE OF INSURANCE, all of which are included herein, within 15 days of receipt of the NOTICE OF AWARD. The successful PROPOSER will furnish the services under the CONTRACT included herein.

4 CITY OF KEY WEST is exempt from State sales tax on equipment or materials purchased directly from the PROPOSER.

5 PROPOSER must complete the PROPOSER'S EXPERIENCE LIST included herein.

6 All quotations must reflect delivered cost which includes all packing, handling, shipping charges, taxes, discounts and delivery to CITY OF KEY WEST. CITY OF KEY WEST will have an acceptance period of NINETY (90) days during which the PROPOSER must hold their quotation and/or offer open. It is understood and agreed that all items offered or shipped as a result of this PROPOSAL shall be new, current, standard model available at the time of the PROPOSAL. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packing and shipping.

7 All PROPOSALS must be submitted in sealed envelopes to the City Clerk, City of Key West, 1300 White St., P.O. Box 1409, Key West, Florida 33040 on or before 3:00 PM, local time, on Wednesday, the 10th day of January 2018, at which time Proposals will be publicly opened and read in the City Clerk's office, 1300 White St. Key West, FL 33040. Any proposals received after the time specified will not be considered.

8 PROPOSER must fill in all blank spaces on the PROPOSAL SCHEDULE included herein in ink. No changes shall be made in the wording or format of the forms. In case of a discrepancy between unit prices and extended totals, unit prices shall prevail. No addition or deletion of the terms or conditions included with the PROPOSAL response shall be evaluated or considered, and any and all such revisions shall have no force or effect and are

inapplicable to this PROPOSAL. No submission by the PROPOSER, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these instructions. It is understood and agreed that the instructions, and the general and special conditions in this PROPOSAL solicitation are the only conditions applicable to this PROPOSAL and Proposer's authorized signature affixed to the PROPOSAL response constitutes acknowledgment of this fact.

9 Any PROPOSAL may be deemed non-responsive which contains omissions, erasures, alterations, additions of any kind, prices uncalled for, or which may be obviously unbalanced, or which in any manner shall fail to conform to the requirements provided for herein. PROPOSAL may also be deemed non-responsive for budgetary reasons; does not strictly conform to local ordinances, state statutes, or federal law; if the bid is conditional; or if a change of circumstances occurs making the purpose of the bid unnecessary.

10 Only one PROPOSAL from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to CITY OF KEY WEST that any PROPOSER has an interest in more than one PROPOSAL for the services under the CONTRACT, all PROPOSALS in which such PROPOSER has an interest shall be rejected.

11 The PROPOSER shall sign its PROPOSAL in the appropriate blank space provided therefore. If PROPOSER is a corporation, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer(s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation. If PROPOSER is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts accompanied by evidence of authority to sign on behalf of the partnership. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of attorney must accompany the PROPOSAL.

12 Failure to provide evidence of authority as referenced in paragraph 13 above may cause the PROPOSAL to be regarded as not properly authorized and may subject it to rejection (disqualification).

13 PROPOSALS must be timely submitted in Accordance with the PROPOSAL SCHEDULE included herein and must be submitted in a sealed opaque envelope clearly marked "SEALED PROPOSAL" and addressed as follows:

CITY OF KEY WEST

1300 WHITE ST.

KEY WEST, FLORIDA 33040

Attention: CHERI SMITH, CITY CLERK

CITY OF KEY WEST RFP No: 001-18

14 CONVICTED FELON

14.1 Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.

14.1 Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been laced on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

15 DEBARRED CONTRACTORS

15.1 Contractors debarred by this or any government agency shall not be permitted to submit bids or proposals.

16 NOTIFICATION OF RIGHT TO PROTEST:

16.1 Any objection to or protest of the form and content of these goods and/or services contract documents shall be made within the time prescribed in section 120.57(3), Florida Statutes. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

16.2 Notification of CITY OF KEY WEST's award resulting from this solicitation will be given by certified mail or other express delivery service, return receipt requested, only to PROPOSERS. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

16.3 The CONTRACT number (as indicated on the INVITATION FOR PROPOSALS page and at the top of each page) must be included on any correspondence, invoices, insurance forms, etc., having to do with the CONTRACT and sent to CITY OF KEY WEST during the term of the CONTRACT.

16.4 PROPOSERS shall complete the NON-COLLUSION AFFIDAVIT included herein as a part of their PROPOSAL.

16.5 Each PROPOSER must review the CONTRACT FORMS included herein and sign the form herein acknowledging that the PROPOSER has had adequate time and opportunity to view the CONTRACT FORMS included herein.

16.6 The CITY OF KEY WEST representative will not provide information to the PROPOSER. If questions arise, the PROPOSER must submit a written request for additional information. If additional information is provided, it will be provided to all PROPOSERS.

16.7 CITY OF KEY WEST accepts no responsibility for any expenses incurred in the PROPOSER'S preparation of the PROPOSALS; such expenses are to be borne exclusively by the PROPOSER.

17 PROPOSER'S DECLARATION AND UNDERSTANDING

17.1 The undersigned, hereinafter called the PROPOSER; declares that the only person(s) or party(s) 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 CITY OF KEY WEST; and that the PROPOSAL is made without any connection or collusion with any person submitting another PROPOSAL on the CONTRACT included herein.

17.2 The undersigned PROPOSER proposes and agrees that if this PROPOSAL is accepted it shall enter into a contract with CITY OF KEY WEST in the form included herein as the CONTRACT and perform and furnish all services under the CONTRACT for the CONTRACT price, within the CONTRACT time, and in Accordance with the other terms and conditions of the CONTRACT included herein.

17.3 The PROPOSER has familiarized itself with the nature and extent of the CONTRACT FORMS included herein, the sites, the localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the services under the CONTRACT included herein.

17.4 The PROPOSER has read the CONTRACT FORMS included herein, and accepts all of the terms and conditions of the CONTRACT FORMS. All PROPOSALS shall remain open as specified in the INSTRUCTIONS TO PROPOSER included herein.

25 Contractors to Provide Equal Benefits to Domestic Partners

25.1 Except where otherwise or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become due under the contract may be retained by the City.

25.2 City of Key West Code Section 2–799.

26 CONTRACT EXECUTION

26.1 The PROPOSER agrees that upon receipt of the NOTICE OF AWARD, it shall execute and deliver to CITY OF KEY WEST four (4) copies of the CONTRACT, and the forms where included herein, within 15 days of receipt of the NOTICE OF AWARD.

27 CERTIFICATES OF INSURANCE

27.1 The PROPOSER must be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the proposal in question.

27.2 The PROPOSER shall complete THE EVIDENCE OF INSURABILITY AFFIDAVIT included herein as part of their proposal.

28 SALES AND USE TAXES

28.1 The PROPOSEER agrees that all applicable federal, state, local sales and use taxes are included in the stated proposed prices for the services under the CONTRACT included herein.

29 QUALIFICATION OF PROPOSERS

29.1 PROPOSALS will only be considered from PROPOSERS who provide AS-NEEDED EMERGENCY MANAGEMENT CONSULTING services. PROPOSER shall document their qualifications and experience in providing AS-NEEDED EMERGENCY MANAGEMENT CONSULTING services on the PROPOSER'S EXPERIENCE LIST.

30 QUANTITIES

30.1 The quantity specified on the PROPOSAL SCHEDULE is to be used for establishing the basis of award purposes only and CITY OF KEY WEST reserves the right to increase or decrease quantities shown or used without penalty.

31 PRICING

31.1 The PROPOSER acknowledges and agrees that the separate prices on the PROPOSAL SCHEDULE, where they are applicable and deemed acceptable by CITY OF KEY WEST, will be used by CITY OF KEY WEST and the PROPOSER, if awarded the

CONTRACT included herein, whenever similar service is added to or deducted from the CONTRACT.

32 AWARD

32.1 Award of the CONTRACT for specified services will be made to the PROPOSER who, in the sole and absolute judgment of CITY OF KEY WEST is the most responsive and responsible, and who can provide the services required by CITY OF KEY WEST.

For information concerning the proposed work, or for an appointment to visit the site of the proposed work, contact:

Kenneth Wardlow Jr.
Division Chief, Emergency Management and Training
Key West Fire Department
1600 North Roosevelt Blvd.
Key West, Florida 33040
Telephone: (305) 809-3942

At the time of the award, the successful Proposer must show satisfactory documentation of such State, County, and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the proposal in question.

The City may reject proposals:

(1) for budgetary reasons,

(2) if the Proposer misstates or conceals a material fact in its proposal,

(3) if the Proposal does not strictly conform to the law or is non-responsive to the Proposal requirements,

(4) if the Proposal is conditional, or

(5) if a change of circumstances occurs making the purpose of Proposal unnecessary to the City. The City may also waive any minor informalities or irregularities in any Proposal.

Response Selection:

All complete and responsive submittals will be evaluated by a City Manager appointed selection team at a publicly noticed meeting to be announced at a future date. The City of Key West solicitation team reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation.

Evaluation and ranking will be accomplished using the Evaluation Scoring Matrix. Only the three (3) highest rated Responses as determined by the City Manager appointed selection team will go forward to the City Commission in ranked order.

Each short-listed respondent may be required to make an approximately ten (10) minute presentation to the City Commission; the exact length of the presentation is up to the discretion of the Commission and will be determined by them in advance of the scheduled hearing. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of the City of Key West, all factors considered, irrespective of the City Manager appointed selection team ranking.

PROPOSER'S EXPERIENCE / REFERENCE LIST

To enable CITY OF KEY WEST to evaluate the PROPOSER's qualifications to perform the SERVICES, the respondent shall provide references for four (4) emergency management consulting services projects of similar scope and services, performed over the past five (5) years. Include the customer / client name, scope of work, brief summary of work, along with name, address, and phone number of a responsible contact person.

Experience List – Listed in Attachment F:

Include the following credentials for, as required by the PROPOSAL SPECIFICATIONS:

- Instructor,
- Project manager
- Exercise program leader

References:

Reference List – Listed in Attachment F

Include the following:

- Customer / client name
- Contact name
    - Telephone number
    - Email address
- Years of service
- Scope of Services

SCOPE OF SERVICES, Emergency Preparation

1. TRAINING CLASSES: General Specifications for All Training Classes.
   a. The CONSULTANT shall provide:
      i. Copies of any materials (presentations, hand-outs, etc.) to CITY OF KEY WEST at least one week prior the scheduled start of the class for review and approval. Unapproved materials shall not be used.
         1. All materials shall be in compliance with the most current federal or state educational requirements.
            a. Examples: Federal Emergency Management Agency (FEMA) / Emergency Management Institute (EMI), Florida Division of Emergency Management (FDEM)
      ii. Pre-event advertisements, fliers, posters, e-mail communication, registrations, etc.
      iii. Registration will include copy of confirmation from appropriate authorizing agency
         1. Examples: Florida State Fire Marshal, Bureau of Fire Standards and Training, Florida Department of Law Enforcement, Florida Emergency Preparedness Association, Florida Association of City Clerks, Inc., National Emergency Management Association**,** Office of Domestic Preparedness, Florida Emergency Preparedness Association, International Association of Emergency Managers, National Emergency Management Association
      iv. Set-up and tear-down (return to original condition) of the training room or space
      v. Necessary presentation equipment such as projectors, computers, screens, etc.
      vi. Copies of class materials for each student
      vii. Course Closeout Package for each course conducted to include student roster, agenda, sample certificate, curriculum vitae, course objectives, participant's evaluation summary and student evaluations from the course within 45 days after the course completion
         1. Certificates of Completion for each student, proposer will provide a sample with response
            a. Certificates will include:
               i. Name of provider
               ii. Name of instructor
               iii. Course title, with applicable course prefix
               iv. Total number of classroom hours
               v. Total number of approved Continuing Educational Unit (CEU)
               vi. FEMA / FDEM course approval code, when applicable
   vii. Proposal price to include all costs relative to providing the training class, including curricula development or procurement, printing, material reproduction, postage, travel costs, facilities, cost of equipment, etc. The proposal price is the Unit Price in the Proposal Schedule and becomes the Fixed Fee for providing the training class. No other charges will be paid by CITY OF KEY WEST to the CONSULTANT relative to the training class.

2. National Incident Management System (NIMS) Training
   a. IS 300 – Intermediate Incident Command System
      i. Instructor qualifications: In compliance with state and national requirements and standards.
         1. Audience: 15 – 20 people

b. IS 400 – Advanced Incident Command System
   i. Instructor qualifications: In compliance with state and national requirements and standards.
      1. Audience: 15 – 20 people

c. Comprehensive Emergency Management Plan (CEMP) Refresher Classes
   i. General Specifications for CEMP Refresher Classes
      1. Instructor qualifications, same as ICS 400. Provide evidence of these credentials with the proposal.

      2. Class objectives and topics: Curricula should be based on the CITY OF KEY WEST's CEMP, including Hazard Annexes and department emergency response plans, after all latest revisions have been made and should include an overview of each response plan in the CEMP from the target audience perspective. The latest revision of the CEMP, including Hazard Annexes and department emergency response plans, is released at these classes and a review of the changes should be made at the beginning of each class, regardless of target audience.
         - Length of Each Class – Target length is 8 hours, maximum is 16 hours
            1. These classes are offered over a two week period, with one class held in the morning and one in the afternoon
               a. Incident Commander (IC)
                  i. Target Audience: 10 – 15
               b. Public Information Officer (PIO)
                  i. Target Audience: 10 – 15
               c. Liaison Officer/EOC Representative (LNO)
                  i. Target Audience: 10 – 15
               d. Safety Officer
                  i. Target Audience: 10 – 15
               e. Operations Section Chief and Operations Branch Directors
                  i. Target Audience: 10 – 15
               f. Planning Section Chief and Support Personnel
                  i. Target Audience: 10 – 15
               g. Logistics Section Chief and Support Personnel
                  i. Target Audience: 8 – 10
               h. Finance and Administration Section Chief and Support Personnel
                  i. Target Audience: 10 – 15
               i. Information Technology Section Chief and Support Personnel
                  i. Target Audience: 10 – 15
               j. General Requirements for General Safety Refresher Training
                  i. Instructor qualifications – instructor(s) must be OSHA authorized in General Industry Safety, to provide documented evidence of these credentials with the proposal. To view these requirements, visit:

http://www.osha.gov/fso/ote/training/outreach/training_program.html#authorized

3. COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP) UPDATE – FIXED FEE
   a. General Specifications for CEMP Update
      i. Qualifications
         1. It is preferred and recommended the Project Manager or Lead Planner credentialed as a Certified Emergency Manager by the International Association of Emergency Managers or Florida Emergency Preparedness Association (FEPA) Florida Professional Emergency Manager (FPEM) or equivalent.
            - http://www.iaem.com/certification/generalinfo/cem.htm
            - http://www.fepa.org/index.php/certification/19-certification

         b. Must have documented experience working with public agencies to successfully develop or maintain emergency response plans
         c. Must be able to provide documentation of these credentials with the proposal
         d. Proposal price should include all costs relative to providing the CEMP Update, including research, design, development, printing, material reproduction, postage, travel costs, etc. The proposal price is the Unit Price in the Proposal Schedule and becomes the Fixed Fee for providing the CEMP Update. No other charges will be paid by CITY OF KEY WEST to the CONSULTANT relative to the CEMP Update.

   b. CEMP Update
      i. Provide professional services involved with the annual review, edit, publication, release and distribution for a comprehensive update to CITY OF KEY WEST's CEMP.
      ii. The CEMP Update involves review and submittal of revisions of the City's CEMP, to ensure accuracy and cohesiveness with current policy and practice. Electronic, editable versions of these documents will be provided by CITY OF KEY WEST (signature of a confidentiality agreement is required). Upon completion of the review and edit, the documents must be delivered electronically in both the native program format and a password protected Adobe PDF.
         1. The CEMP contains multiple contingency response plans and will require 5 – 10 coordination meetings and/or workshops with different groups of CITY OF KEY WEST employees to gather information necessary for the update. Also, a review of After Action Reports from previous exercises will be necessary to ensure needed corrective actions included in the CEMP Update. A cross-walk is necessary to indicate how changes have been integrated.
         2. Publication of the CEMP will involve the copying of the document plus other new documents onto 20 USB Flash drives (to be provided by the CONSULTANT).
         3. Release and distribution of the CEMP Update will be accomplished as part of the CEMP Refresher Classes. Records must be maintained as to who received a CEMP Flash Drive and when.

4. EXERCISES AN D DRILLS – FIXED FEE
   a. General Specifications for all Exercises and Drills
      i. Qualifications

1. Exercise staff and evaluators formally trained in the Homeland Security's Office of Domestic Preparedness Homeland Security Exercise and Evaluation Program (HSEEP)
2. Must have conducted a minimum of 2 HSEEP exercises in the past 2 years
3. Must be able to provide documentation of these credentials with the proposal
    a. Professional Services for Exercises and Drills include researching and providing information to CITY OF KEY WEST about any grant funding that is available to offset the cost of the exercise or drill; and, if required, providing assistance with applying for grant funding and complying with any requirements of grant funding received.
    b. Professional Services for Exercises and Drills include providing all necessary equipment to conduct an exercise or drill.
    c. Proposal price should include all costs relative to providing the exercise or drill, including research, design, development, procurement, printing, material reproduction, postage, travel costs, etc. The proposal price is the Unit Price in the Proposal Schedule and becomes the Fixed Fee for providing the exercise or drill. No other charges will be paid by CITY OF KEY WEST to the CONSULTANT relative to the exercise or drill.

ii. CEMP Exercise

1. Provide professional services to design, develop, facilitate and evaluate an exercise to test CITY OF KEY WEST's emergency response capability in accordance with the CEMP, in compliance with the HSEEP. The professional services include all pre-exercise, exercise and post-exercise logistics including research, planning, development, communication, facilitation, evaluation, reporting and refreshments.

2. The annual CEMP exercise generally involves 3 or more pre-exercise planning meetings with a CITY OF KEY WEST exercise planning team of up to 7 people to develop the scenario for the exercise. The exercise is held on one day and lasts up to 6 hours and includes an after-exercise review meeting. There are up to 50 CITY OF KEY WEST employees involved in the exercise. The exercise may involve personnel from other agencies. The professional services provided include meeting coordination and facilitation including agendas and minutes; coordination with personnel from other agencies; exercise manuals, name tags and other miscellaneous items as needed; set-up and tear down of space used for the exercise; evaluators and facilitation of the after-exercise meeting to discuss program improvements; and the development and publication of an after-action report.

3. Reporting requirements include providing an exercise close-out package that includes planning meeting agendas and minutes, participant rosters, exercise manual, exercise overview and results, participant's evaluation, after-action report within 45 days after completion of the exercise; and providing status reports to Monroe County Emergency Management, the Florida Division of Emergency Management, other governmental agencies, and / or Homeland Security's Office of Domestic Preparedness.

4. In-Service Drills
    a. ICS Forms Drill

- Provide professional services to design, develop, facilitate and evaluate an exercise to test CITY OF KEY WEST's abilities to properly complete the ICS forms in the event of incident requiring these forms to be used. The professional services are for a 3-hour drill that includes ICS Form Refresher Training (that covers what form should be used when consistent with CITY OF KEY WEST's CEMP), design and presentation of scenarios that challenge the attendee to decide which form is to be used and then allows the attendee to fill out the form, and an evaluation of the attendee's performance. Professional services include all pre-drill, drill, and post-drill logistics including research, planning, facilitation and reporting.
  1. The ICS Forms Drill takes place on one day and involves up to 20 attendees from CITY OF KEY WEST.
  2. The ICS Forms Drill is conducted after the CEMP Refresher Classes and before the CEMP Exercise.
  3. Reporting requirements include providing a drill close-out package with participant rosters, drill overview and results, and participant evaluation.
     a. Joint Information Center (JIC) Drill
        i. Provide professional services to design, develop, facilitate and evaluate an exercise to test CITY OF KEY WEST's abilities to properly establish and operate a JIC in the event of incident requiring one. The professional services are for a 3-hour drill that includes JIC Refresher Training (that includes research and information on how South East Regional Domestic Security Task Force Region 7, Operations Centers establish and use JICs), design and presentation of scenarios that challenge the attendee to decide if a JIC is to be used and then allows the attendee to establish and operate a mock JIC, and an evaluation of the attendee's performance. Professional services include all pre-drill, drill, and post-drill logistics including research, planning, facilitation and reporting.
        ii. The JIC Drill takes place on one day and involves up to 10 attendees from CITY OF KEY WEST and its consultants. The ICS drill is conducted after the CEMP Refresher Classes and before the CEMP Exercise.
        iii. Reporting requirements include providing a drill close-out package with participant rosters, drill overview and results, and participant evaluation.

5. SPECIAL PROJECTS – HOURLY RATE FEE
   a. General Specifications for Special Projects
      i. Qualifications

   b. Must have documented experience working with public agencies to successfully develop or maintain emergency response plans
      i. Must be able to provide documentation of these credentials with the proposal
         1. Proposal price will be the Hourly Rate for the labor required to complete the project. The Hourly Rate is all inclusive of labor, employee benefits, labor overhead, general and administrative overhead, computer time, use of any equipment owned by the CONSULTANT (e.g. vehicles, cameras, projectors, etc), in-house printing, research

materials, telecommunications (e.g. phones, long distance, facsimiles, networking), postage (including overnight, regular mail and courier services), tolls, parking, gas, vehicle mileage, meals (including business meals), in-state travel (including but not limited to airfare, car rental, hotel and taxi), and profit. No other charges will be paid by CITY OF KEY WEST to the CONSULTANT relative to the special project.

2. Before a Special Project is assigned to the CONSULTANT, CITY OF KEY WEST will solicit from the CONSULTANT a time estimate to complete the special project based upon a scope of work provided by CITY OF KEY WEST. The total cost paid by CITY OF KEY WEST to the CONSULTANT will be the agreed upon time multiplied by the Hourly Rate.
3. All invoices submitted to CITY OF KEY WEST by the CONSULTANT for work on assigned special projects shall show the number of hours worked, dates worked, rate, name and position of personnel performing the work and the amount due for services.
4. For purposes of proposal preparation and consideration for special projects under this contract, rates for the following personnel will be solicited:
   a. Project Manager or Lead Consultant
   b. Project Engineer or Lead Planner
   c. Associate
   d. Staff Assistant

ii. List of Potential Special Projects – this list is provided for the context in the development of a proposal for this contract. This list provides information that will assist understanding the types of tasks included in a special project that may be assigned under this contract and the skills necessary to complete the special project successfully.

1. Development of a Continuity of Operations Plan
   a. Provide professional services to develop a State of Florida compliant Continuity of Operations Plan (COOP) for CITY OF KEY WEST in accordance with The State of Florida COOP cross-walk to address procedures to implement COOP activation. The COOP will be included as a Hazard Annex to the CEMP in the update. Planning will include integration of the National Incident Management System Plan (NIMS) and National Response Plan (NRP) and includes the following:
      - Provide technical support to the COOP Chairperson
      - Facilitate COOP Committee Meetings as well as provide technical support
      - Coach the COOP Planning Workgroup as well as provide technical support
      - Coordinate the identification of Mission Essential Functions (MEFs) of CITY OF KEY WEST
      - Serve as COOP design coach
      - Coordinate and assist in research
      - Facilitate Orientation Seminars, COOP Workshop and Meeting
        1. Facilitate development of the COOP plan and procedures which address the essential elements of the COOP:
           a. Delegations of Authority
              i. Orders of Succession
              ii. Alternate Facilities
              iii. Interoperable Communications
              iv. Vital Records and Databases
              v. Logistics and Administration
              vi. Personnel Issues and Coordination
              vii. Security

viii. Program Management and Maintenance

2. Facilitate COOP training to be included in the CEMP Refresher Classes
3. Work with the CITY OF KEY WEST to identify alternate facilities and facilitate Alternate Facilities Site Surveys

2. Department Operations Center (DOC) Review and Recommendation
   a. Provide professional services to review CITY OF KEY WEST's two DOC locations in light of the CEMP and provide a detailed list of recommendations to ensure continuity between the space to be used and the plan to be executed. These recommendations may include items such as: signage, equipment and supplies, building and space modifications, and activation protocols.
   b. Recommendations are to be provided as part of a written report that includes a cross-walk identifying the space reviewed, the recommendation made, the related portion of the CEMP, and the estimated cost of implementing the recommendation. The report is to be provided in draft form and submitted to CITY OF KEY WEST for review and comment before the final report is submitted. The final reports should be submitted far enough in advance of the Annual CEMP Exercise to allow a reasonable time to allow recommendations to be implemented.
   c. DOC Software Review and Specification
      - Provide professional services to review commercially available software used in DOC/EOC operations and provide an implementation recommendation to CITY OF KEY WEST. This implementation recommendation should include whether or not CITY OF KEY WEST needs to implement a DOC software package, and if so, provide a list of specifications for CITY OF KEY WEST to use in a potential competitive proposal.
      - Recommendations are to be provided as part of a written report that includes a cross-walk identifying the software package reviewed, the software package feature investigated and results, and the related portion of the CEMP. The report is to be provided in draft form and submitted to CITY OF KEY WEST for review and comment before the final report is submitted.
   d. Resource Typing
      - Provide professional services to coordinate and conduct an assessment of CITY OF KEY WEST's asset inventory to develop the proper description for the asset Accordance to the NIMS / Florida Operations Guide (FOG) standard for Public Works and FEMA 508-7, Typed Resource Definitions – Public Works Resources (Updated 2008)
        1. The assessment is to be provided as part of a written report that includes a cross-walk identifying the CITY OF KEY WEST asset number and the proper NIMS Resource Type Definition. The report is to be provided in draft form and submitted to CITY OF KEY WEST for review and comment before the final report is submitted.
           a. Upon completion of the final report, develop and implement a plan to integrate the NIMS Typed Resources listing into the CEMP with a procedure for its proper use.

ATTACHMENT – A

UNIT PRICE PROPOSAL FORM

Proposal costs are inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, TDMS management, services for security, safety, and associated actions necessary for implementation of emergency management operations by the Proposer as defined in the Contract.

PROPOSAL FROM:

Company:_____

Address: _____

_____

Phone/ Fax: _____

To furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for: **As-Needed Emergency Management Services**, located within CITY OF KEY WEST, Florida.

To: *CITY OF KEY WEST*

ATTN: CITY CLERK

1300 White St.

Key West, FL 33040

1.0 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with CITY in substantially the form as the Contract included in the Proposal

Documents to perform all Work and any Additional Services as specified or indicated in the Proposal Documents at the unit prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.

2.0 Proposer accepts all of the terms and conditions of the Invitation to Proposal and Instructions to Proposers, including without limitation those dealing with the disposition of Proposal security. The Proposal will remain subject to acceptance for 90 days after the Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of CITY.

3.0 In submitting this Proposal, Proposer represents, as set forth in the Contract, that:

A. Proposer has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all, which is hereby acknowledged;

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Proposer has had an opportunity to visit the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work;

C. Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work;

E. Proposer has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by the City is acceptable to Proposer;

F. The Proposal Documents are generally sufficient to indicate and convey

understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.

4.0 Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Proposal; Proposer has not solicited or induced any individual or entity to refrain from Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over City.

5.0 Proposer acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Proposals, and final payment for all Unit Price Proposal items will be based on actual services provided, determined as provided in the Contract Documents.

6.0 Proposer acknowledges that all unit costs include any necessary insurance and bonds.

Table A – UNIT PRICING

PROPOSAL SCHEDULE

Item	Quantity Hours per Event	Unit Price (Fixed Fee)	Extended Total
Emergency Response Activation			
Project Executive	80	$	$
Subject Matter Expert	80	$	$
Project Manager	160	$	$
Public Adjuster	320	$	$
Senior Closeout Specialist	80	$	$
Closeout Specialist	160	$	$
Other: List specialty		$	$
Item	**Quantity** **Class**	**Unit Price** **(Fixed Fee)**	**Extended** **Total**
TRAINING CLASSES (FIXED FEE)			
IS 300 – Intermediate Incident Command System	2	$	$
IS 400 – Advanced Incident Command System	2	$	$
CEMP Refresher Incident Commander (IC)	1	$	$
Comprehensive Emergency Management Plan (CEMP); Hazard Annexes and associated emergency response and contingency plans Annual Update (FIXED FEE)	1	$	$
EXERCISES AND DRILLS (FIXED FEE)			
CEMP Exercise	1	$	$
ICS Forms Drill	1	$	$
Joint Information Center (JIC) Drill	1	$	$

PREPAREDNESS EVENTS (FIXED FEE)			
City Emergency Operations Center (EOC) Facilitation	1	$	$
Alternate City EOC Facilitation (IMT)	1	$	$
SPECIAL PROJECTS (HOURLY RATE): GRANT RESEARCH AND APPLICATION	Proposed Hours	Hourly Rate	Extended Total
Project Manager or Lead Consultant	80	$	$
Project Engineer or Lead Planner	120	$	$
Associate	80	$	$
Staff Assistant	40	$	$
TOTAL PROPOSED CONTRACT PRICE			$

Confirmation of Signature of Unit Price Proposal Information

_____ _____

Name of Proposer Signature of Proposer

_____

Title

ATTACHMENT – B

PROPOSER'S GENERAL OPERATION PLAN

Detailed descriptions of how the Proposer would plan, organize, initiate, and evaluate:

- Annual reviews of the City's CEMP and Hazard Annex review, and associated emergency response and contingency plans

- City associate emergency management training

ATTACHMENT – C

Proposer's Qualifications Statement Form

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

_____

_____

2. The address of the principal place of business is:

_____

_____

3. Company telephone number, fax number and e-mail addresses:

_____

_____

4. Number of employees:

_____

_____

5. Number of employees or subcontractors to be assigned to this project (per event) and what is capacity?

_____

_____

6. Company Identification numbers for the Internal Revenue Service:

_____

_____

7. Provide **Occupational License Number (and County)**, if applicable, and expiration date:

_____

_____

8. How many years has your organization been in business? Does your organization have a specialty?

_____

_____

9. What is the last project of this nature or magnitude that you have completed?

   Please provide project description, reference and cost of work completed.

_____

_____

10. Have you ever failed to complete any work awarded to you? If so, where and why?

_____

_____

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have previously performed work. List of ALL disaster response contracts performed in the last 5 years, including customer name, total contract amount and yards removed. Use a separate tab if necessary.

- **Name**_____

  Address _____

  _____

  Telephone No. _____

- **Name**_____

  Address _____

  _____

  Telephone No. _____

- **Name**_____

Address _____

_____

Telephone No. _____

- **Name**_____

Address _____

_____

Telephone No. _____

12. List the following information concerning all contracts **in progress** as of the date of submission of this proposal. (In event of co-venture, list the information for all co-ventures.)

Table B-1: In Progress Contracts

Name of Project	Owner	Value	Contracted Completion Date	% of Completion to Date

(Continue list on insert sheet, if necessary.)

13. Has the Proposer or Representative inspected the proposed project site and does the Proposer or Representative have a complete plan for performance of disaster response services?

_____

14. Provide list of subcontractor(s), the work to be performed and also a list of major materials suppliers for this Project?

Table B-2: Subcontractors

Sub Contractor Name	Address	Work to be Performed

(Continue list on insert sheet, if necessary)

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the City Manager.

15. What equipment do you own that is available for the work?

PROVIDE LIST IN ATTACHMENT E

16. What equipment will you purchase for the proposed work?

(Continue list on insert sheet, if necessary)

18. What equipment will you rent for the proposed work?

(Continue list on insert sheet, if necessary)

19. State the names of the proposed project team and include resumes**,** and give details of his or her qualifications and experience in managing similar work.

(Continue list on insert sheet, if necessary)

20. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

20.1 The correct name of the bidder is:

20.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

20.3 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

_____

_____

SUBMITTED BY:

_____ _____

SIGNATURE PRINT NAME/ TITLE

STATE OF FLORIDA)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,

20__, by _____who is personally known to me or who has

produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

_____

(Signature of person taking acknowledgment)

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 _____ 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

   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 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:

_____

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 any and all liability for damages, including, if allowed by law, 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, caused in whole or in part by any act, omission, or default by CONSULTANT or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the CONSULTANT or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by CONSULTANT for Professional Acts. CONSULTANT hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of CONSULTANT'S negligent acts, errors or omissions, or intentional acts in the performance of CONSULTANT'S services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and CONSULTANT, they shall be borne by each party in proportion to its negligence.

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

_____

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 _____ 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 issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

_____day of _____20____.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

* * * *

CITY OF KEY WEST CONSULTANT RANKING FORM

Project Name: Emergency Management Consulting

Project Number: RFP #001-18

Firm _____

Date _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional Qualifications of Key Personnel	25	
Program Approach	25	
Familiarity with Local Area	10	
Cost Proposal and Pricing Methodology	30	
Subtotal Points	**90**	
References	10	
Total Points	**100**	

PART 3

DRAFT AGREEMENT

DRAFT AGREEMENT

CITY OF KEY WEST

AGREEMENT TO FURNISH EMERGENCY MANAGEMENT CONSULTING SERVICES TO THE CITY OF KEY WEST

December 2017

AGREEMENT

THIS IS AN AGREEMENT, dated the _____ , 2018, between:

_____

a for profit corporation, authorized to do business in the State of

Florida, hereinafter "CONSULTANT."

and

CITY OF KEY WEST

a Florida municipal corporation, hereinafter "CITY,"

WITNESSED:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The CITY is in need of an independent contractor to provide professional emergency management support services to the City of Key West.

1.2 On _____, the CITY received a proposal from CONSULTANT to provide emergency management support services to the CITY, including situational awareness, planning, training, and decision support services.

1.3 The CITY and CONSULTANT desired to enter into an Agreement for the provision of emergency management support services as set forth herein.

1.4 The CITY Manager is authorized to execute an agreement with CONSULTANT for services related to the scope of work set forth in the Proposal attached hereto as Exhibit “A”, (Levels 1 and 2 if appropriate) and as more particularly described herein.

ARTICLE 2
SCOPE OF WORK

2.1 The CONSULTANT shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.3 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-contractors submitted to the CITY by CONSULTANT, unless CONSULTANT obtains prior written consent from the CITY. Approved subcontractors shall be subject to each provision of this contract and CONSULTANT shall be responsible and indemnify the CITY for all subcontractors' acts, errors or omissions.

ARTICLE 3
TIME FOR COMPLETION

3.1 The CONSULTANT shall commence work as directed by CITY and in accordance with a project timeline to be provided to CONSULTANT by the CITY. CONSULTANT shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "A", , to this Agreement.

3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONSULTANT. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONSULTANT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONSULTANT for which liquidated damages are due.

ARTICLE 4
CONTRACT SUM

4.1 The CITY hereby agrees to pay CONSULTANT for the faithful performance of this Agreement, for work contracted in accordance with the Proposal attached hereto as Exhibit "A", Incident Management Support Services, and as directed by CITY. The Annual total base contact price hereto is referred to as "Level 1" Contract Sum and shall not exceed _____Dollars ($_____), per year.

4.2 The CITY will make payments to CONSULTANT for contracted and proper work and in the amounts stated in Exhibit "B", "Level 2, Incident Management Support Team Activation" FEE

SCHEDULE and will be calculated per-project amounts according to the following time-and-expense rate table in Exhibit “B”.

4.3 The CONSULTANT shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by CITY.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONSULTANT other than those arising from requirements of the specifications.

4.5 CONSULTANT is prohibited from placing a lien on the CITY’s property. This prohibition applies to; inter alia, all sub-CONSULTANTs and subcontractors, suppliers and labors.

ARTICLE 5
CONSULTANT'S LIABILITY INSURANCE

5.1 The CONSULTANT shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONSULTANT allow any Subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONSULTANT 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 contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.4 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

a) Workers’ Compensation Insurance – as required by law;
b) Comprehensive General Liability Insurance - $1,000,000 per occurrence;
c) Automobile Liability Insurance - $1,000,000 per occurrence, $1,000,000 per Accident for bodily injury and $1,000,000 per accident for property damage, when applicable.

5.5 The CONSULTANT shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONSULTANT’s negligent

operations in completing this Agreement and name the CITY as an additional insured under their policy.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONSULTANT shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONSULTANT'S INDEMNIFICATION

7.1 The CONSULTANT agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONSULTANT further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters, except in the event that the CITY fails to pay to CONSULTANT the fees and costs as provided for in Article 4 herein.

7.2 The CONSULTANT agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONSULTANT's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder provided.

This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The CITY or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

- PROJECT NAME
- PROJECT DESCRIPTION
- ESTIMATED PROJECT COST
- ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
- ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon ten (10) days written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue in effect for a period of one (1) year from the date of execution with an option to extend for additional one (1) year.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONSULTANT and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; CONSULTANT's Proposal for Emergency Management Support Services to the CITY , as set forth in and made a part of this Agreement as Exhibit "A", "Level 1 & 2"; and all other exhibits thereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONSULTANT shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONSULTANT is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall:

a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d) Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the CITY designate the following as the respective places for giving of notice:

CITY: James Scholl, CITY Manager
1300 White Street
Key West, FL. 33040

Copy To: Shawn Smith, CITY Attorney
1300 White Street
Key West, FL 33040

CONSULTANT: _____
_____
_____

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

ARTICLE 14

BREACH

14.1 CONSULTANT shall perform its services in compliance with all FEMA required methods and procedures in order to maximize CITY'S reimbursement by FEMA for emergency services and expenses. Failure of CONSULTANT to fulfill this obligation or any other obligation under this Agreement shall be a breach of this agreement and CITY shall be able to recover any and all of its losses or damages arising therefrom.

ARTICLE 15

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.095) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

(2) The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Client. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONSULTANT agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this Agreement is in force. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 16

BYRD ANTI-LOBBYING CLAUSE

Contractors [including CONSULTANT] who apply or bid for an award of $100,000.00 or more shall 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 shall 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 recipient. [See Attached signed APPENDIX – 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING]

ARTICLE 17

I. **Access by the Client, Subgrantees, Federal Grantor Agency and Comptroller General:** The CONSULTANT shall allow access by the Client, subgrantees, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to that specific Agreement for the purpose of making audit, examination, excerpts and transcriptions.

Compliance with the Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No CONSULTANT, contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the CONSULTANT, and any contractor(s) or subcontractor(s), responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT/contractor/subcontractor shall be liable for liquidated damages, if applicable.

(3) Withholding for unpaid wages and liquidated damages. The Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or its subcontractor(s) under the Agreement, or any other Federal contract with the same CONSULTANT or subcontractor(s), such sums as may be determined to be necessary to satisfy any liabilities of the CONSULTANT or subcontractor(s) for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The CONSULTANT or subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ARTICLE 18
Clean Air Act.

(1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

(2) The CONSULTANT agrees to report each violation to any applicable agency and understands and agrees that the applicable agency may, in turn, report each violation as required to assure notification to the Client, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 that is financed in whole or in part with Federal assistance provided by FEMA.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The CITY, signing by and through its CITY Manager, attested to by its CITY Clerk, duly authorized to execute same, and by CONSULTANT, by and through its __President____, duly authorized officer to execute same.

CITY

THE CITY OF KEY WEST, FLORIDA

By: _____

James Scholl, CITY Manager

AUTHENTICATION:

_____

Cheri Smith, CITY Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF CITY OF KEY WEST, FLORIDA, ONLY

_____

Shawn Smith, CITY Attorney

CONSULTANT

COMPANY: **BY:**_____

See attached document for **Exhibit "A"**

Proposal

(Proposal for Emergency Management Support Services to the CITY of Key West, "Level 1 & 2 Support"*)*

Exhibit "B"

Level 2 Support:

Stand-by Incident Management Support Team Activation

In the event that a disaster escalates to a proportion where it exhausts certain City resources up to and including incident management and EOC support personnel, CONSULTANT can provide Incident Management Support Teams (IMSTs) to support and augment staffing at the Local/City/County/State Emergency Operations Center (EOC), to include but not limited to Incident Managers, Command, Operations, Logistics, Planning and Finance/Adm. Sections and other ICS/EOC unit level personnel. This service allows local jurisdictions to maintain continuity of government while effectively managing the incident.

In addition, through the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Grant Program, FEMA provides supplemental Federal disaster grant assistance for debris removal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain Private Non-Profit (PNP) organizations. The PA Program also encourages protection of these damaged facilities from future events by providing assistance for hazard mitigation measures during the recovery process.

CONSULTANT can provide short-term and long-term recovery staff support to assist the City with the FEMA Public Assistance (PA) Grant Program to provide assistance to the City so that you can quickly respond to and recover from major disasters or emergencies declared by the President.

NOTE:

1. The initial response team will vary in number of staff based on the scope of each event. Typically, a two-person team will respond to evaluate the situation status (Phase 1). Staffing will then ramp up to address immediate needs and, should an event escalate to significant additional services proportions, CONSULTANT will have pre-staged staffing on standby for immediate response (Phase 2).
2. CONSULTANT provides the IMST and FEMA-related services on a time-and-expense basis. The overall cost of our service will be based on the number of staff and time required. Per-project amounts will be calculated according to the following time-and-expense rate table.
3. CONSULTANT reserves the right to remove all CONSULTANT staff in harm's way if an event is deemed unsafe due to improper sheltering or as conditions warrant in order to provide and protect the safety of their staff.
4. Activation fees are eligible for reimbursement, if the City is included in a declared disaster by a Presidential declaration.
5. Because of the nature of federal reimbursable funding, EA can make no guarantees concerning the amount of funding the City will receive from applicable funding sources. EA's fees for service are not contingent on FEMA or other reimbursements to the City.

Fee Schedule Level 2 Support: TO BE PROPOSED BY CONSULTANT

Position	Rate/Hour
Emergency Management	
Senior EM CONSULTANT	$
EM CONSULTANT	$
Senior Planner	$
Project Manager	$
Planner	$
Incident Management Team Support (Level 2)	
[PHASE 1] Initial On-site Incident Management Support Team Activation (IMST) Fee	$_____ Plus expenses, per 24 hr. day
[PHASE 2] Emergency Management Coordinator *(IMST Overhead Teams; Team Leader)*	$
Operations Manager *(Any IMST Command or General Staff position)*	$
Operations Specialist *(Any non- general/command IMST position)*	$
Hazard Mitigation Assistance	
Senior Program Manager	$
Program Manager	$
Technical Specialist	$
Administrative Support	$
Preliminary Damage Assessment – Public Assistance	
Damage Assessment Team Lead	$
Damage Assessment Specialist (Team)	$
Public Assistance Consulting	
Senior CONSULTANT / Appeals Specialist	$
CONSULTANT	$
Technical Specialist I	$
Technical Specialist II	$

Note: *The Activation fee is based on the following:*

On-site Incident Management Support Team (IMST)

Note: *The Activation fee is based on the following onsite Activation, when requested by the City /City Manager and/or OEM to report to the Emergency Operation Center or other designated location.*

- *Onsite Activation: The Activation Fee Schedule is executed when requested by the City Manager and/or OEM and followed with a written "Notice to Proceed" to report to the Emergency Operation Center or other applicable location. Partial days are billed at 12 hour increments.*

- *Initial IMST Response Team will vary in number of staff based on the scope of each event. Typically a two (2) person team will respond for phase 1 to evaluate situation status and resource need. Phase 2, staffing will ramp up to address immediate needs and should an event escalate to significant proportions, CONSULTANT will have pre-staged staffing on standby for immediate response. Phase 2 pricing shall be negotiated and determined based the approved fee schedule and on scope of services at time of request.*

- *Activation (Emergency Management) fees are eligible for reimbursement if the Governing Agency is included in a declared disaster by a Presidential Declaration. The amount of the recovery may vary depending on the disaster eligibility of Federal, State, and local match for the event. (i.e.: In a hurricane activation: 100% recovery for Emergency Protective Measures for initial 72 hours response, 75% Federal / 25% (divided by local and state) for other disaster recovery operations).*

- *Phase 2 Response Fees: Professional fees will be invoiced on a monthly basis. Expenses will be billed to the City at EA's cost. Expense reimbursement will include transportation, lodging, meals and incidentals. EA will make every effort to keep expenses to a minimum. We encourage the City to assist us with this by any means available. To simplify billings, we are agreeable (and prefer) to establishing per diems that are agreeable to the both the City and our team as long as they accurately reflect the current economic conditions.*

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PART 4

CONE OF SILENCE ORDINANCE

CONE OF SILENCE ORDINANCE

Sec. 2-773. - Cone of silence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) The city clerk shall include all written communication as part of the agenda item when

publishing information related to a particular competitive solicitation;

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

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

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

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

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

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

(d) Procedure.

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

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

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

(e) Violations/penalties and procedures.

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

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

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

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

(5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

(Ord. No. 13-11, § 1, 6-18-2013)