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

REQUEST FOR PROPOSALS

FOR PROFESSIONAL AND RELATED SERVICES

AS-NEEDED EMERGENCY MANAGEMENT DEBRIS STAGING AREA

RFP#: 002-19

DUE DATE: October 10, 2018

REQUEST FOR PROPOSALS FOR:
AS-NEEDED EMERGENCY MANAGEMENT DEBRIS STAGING AREA

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REQUEST FOR PROPOSALS

The City of Key West requests Proposals for an As-Needed Emergency Management Debris Staging Area. Contracted services are enumerated in Scope of Services. The contract will be for an eight-year term and may extend for a two-year term if agreed to by both parties.

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 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 eight (8) 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. 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 during which the PROPOSER must hold their quotation and/or offer NINETY (90) days 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 October, 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 Three (3) copies on "flash drive" or CD of the proposal are to be enclosed in a sealed envelope clearly marked on the outside "As-Needed Emergency Management Debris Staging Area". Response must be received on or before this deadline. Responses will be retained as property of CITY OF KEY WEST. As such, all responses are public record, subject to public review. The PROPOSAL response marked "original" must contain a manual signature of the authorized representative of the PROPOSER.

9 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.

10 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.

11 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.

12 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.

13 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).

14 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., P.O. BOX 1409
KEY WEST, FLORIDA 33040
Attention: CHERIE SMITH, CITY CLERK
CITY OF KEY WEST RFP No: 002-19

15 CONVICTED FELON

15.1 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.

15.1 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.

16 DEBARRED CONTRACTORS

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

17 NOTIFICATION OF RIGHT TO PROTEST:

17.1 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.

17.2 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.

17.3 The CONTRACT number (as indicated on the INVITATION FOR SEALED 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.

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

17.5 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.

17.6 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.

17.7 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.

18 PROPOSER'S DECLARATION AND UNDERSTANDING

18.1 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.

18.2 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.

18.3 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.

18.4 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 Debris Staging Area" services. PROPOSER shall document their qualifications and experience in providing "As-Needed Emergency Management Debris Staging Area" 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:

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.

PROPOSAL FORMS

ADDENDA

The PROPOSER acknowledges that he has received Addenda Number(s):

Number	Addendum Title	PROPOSER Initials

PROPOSER shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed CONTRACT FORMS, and the PROPOSER further agrees that its PROPOSAL is submitted after consideration of said addenda.

PROPOSAL SCHEDULE – Listed in Attachment A – Table A

PROPOSED TOTAL CONTRACT PROPOSAL PRICE

_____

(Amount Written in Words)

_____

Firm Name

AUTHORIZED SIGNATURES

PROPOSAL submitted on the _____ day of _____, 20____.

If **the PROPOSER is an individual (sole proprietor):**

Signature: _____

Name and Title: _____

By: _____
(If other than named individual, attach Power of Attorney)

Doing Business As: _____

Business Address: _____

_____
City State Zip

Phone No.: _____ Fax No.: _____

If the PROPOSER is a Partnership:

By: _____

_____
Name of General or Limited Partner(s) Authorized to Sign

By: _____
(Attach Evidence of Authority to Sign)

_____
Name of General or Limited Partner(s) Authorized to Sign

By: _____
(Attach Evidence of Authority to Sign)

Business Address: _____

_____
City State Zip

Phone No.: _____ Fax No.: _____

If PROPOSER is a Corporation:

By: _____
(Legal Corporation Name)

Name and Title: _____

By: _____
(Attach Evidence of Authority to Sign)

Name and Title and Signature of Official Attesting:

Name: _____

Title: _____

By: _____

Business Address: _____

_____
City State Zip

Phone No.:_____ Fax No.: _____

State of Incorporation: _____

If PROPOSER is a Joint Venture:
Each joint venturer shall sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.

EVALUATION OF PROPOSALS

Evaluation of proposals and selection of Emergency Debris Staging Area shall be at the sole discretion of CITY. This will be a qualification based selection. Staging Areas will be evaluated using the following criteria and respective weights. Firms submitting a proposal in response to the RFP may be required to give an oral presentation to CITY representatives. The CITY's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The CITY reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations.

The PROPOSER shall provide references for four (4) emergency management consulting services projects of similar scope and services, performed over the past five (5) years.

GRADING CRITERIA	POINTS
1. Size of Area	25
2. Accessibility	25
3. Distance to Area	25
4. Familiarity with Debris Staging	25
TOTAL POSSIBLE POINTS	**100**

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.

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 any emergency management debris staging projects 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:

- Project manager
- Debris Staging Area Manager

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

Provide an area to stage debris collected after an emergency. Debris to include vegetative, building materials and white goods. Each category should have a separate and distinct location.

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 Debris Staging Area**, for the CITY OF KEY WEST, Florida.

To: *CITY OF KEY WEST*
ATTN: CITY CLERK
1300 White St.
P.O. Box 1409
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

Cost per acre, daily and monthly.

Confirmation of Signature of Unit Price Proposal Information

Name of Proposer	Signature of Proposer
Title	

ATTACHMENT – B

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 _____,

2018, 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 _____, 2018.
(NOTARY SEAL)

_____
(Signature of person taking acknowledgment)

_____
(Signature of person taking acknowledgment)

ATTACHMENT – C
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 (attached).

_____
(signature)

_____
(date)

Sworn and subscribed before me this

_____ Day of _____, 2018.

_____
NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

ATTACHMENT – D

Proposer's Most Current Financial Statement

ATTACHMENT – E

PROPOSER'S EXPERIENCE / REFERENCE LIST

Customer / Client Name	Contact Name	Telephone	Email	Address	Years of Service	Scope of Services

Include the following:

- Customer / Client Name
- Contact Name
    - Telephone Number
    - Email Address
- Years of Service
- Scope of Services

PROPOSER'S EXPERIENCE / REFERENCE LIST

	Name	Experience	Credentials
Project Manager			
Exercise Program Leader			
Instructor			

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

- Instructor
- Project Manager
- Exercise Program Lea

ATTACHMENT – F

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

_____ ("AFFIANT"), being first duly sworn, deposes and states that:

1. AFFIANT is _____ of _____, (the "BIDDER") and has submitted the attached PROPOSAL;

2. AFFIANT has personal knowledge of the matters set forth herein and is competent to testify;

3. AFFIANT is fully informed respecting the preparation and contents of the attached PROPOSAL and all pertinent circumstances respecting the PROPOSAL;

4. The PROPOSAL is genuine and is not a collusive or sham PROPOSAL;

5. Neither the BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including AFFIANT, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other, firm, or person to submit a collusive or sham proposals, or has in any manner, directly or indirectly, sought by contract or collusion or communication or conference with any other, firm, or person to fix the price or prices in the attached PROPOSAL or of any other, or to fix any overhead, profit, or cost element of the PROPOSAL price or the PROPOSAL price of any other, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against CITY OF KEY WEST or any person interested in the CONTRACT.

By: _____

(Corporate Seal)

Title: _____

Subscribed and sworn before me this ___day of, _____20___, by _____, who

is personally known to me or has produced _____ as identification.

_____
Notary Public:

_____
Print Name
My commission expires: _____

ATTACHMENT – G

Statement That Proposer is Familiar City's Comprehensive Emergency Management Plan and Hazard Annexes

ATTACHMENT – H

Sample of proposer's training materials and certificates

ATTACHMENT – I

Public Entity Crimes Certification

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

1. This sworn statement is submitted to the City of Key West, Florida, by

   _____
   (Print individual's name and title)

   for_____
   (Print 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 _____):

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

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

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

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

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

another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida 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 Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

___Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Judge determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

_____
(SIGNATURE)

_____
(DATE)

STATE OF_____

COUNTY OF_____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority

_____who, after first being sworn by me,

_____ (name of individual) affixed his/her signature in the space

provided above on this _____ day of _____, 2018.

_____
NOTARY PUBLIC

_____
Printed Name

My commission expires:

ATTACHMENT – J

Anti-Kickback Affidavit

STATE OF FLORIDA

SS:

COUNTY OF MONROE

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

This sworn statement is submitted to the City of Key West, Florida, by

_____

(Print individual's name and title)

for

_____

(Print 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):

I, the undersigned, being hereby duly sworn, depose and say that no sum has been paid and no sum will be paid to any employee or elected official of the City of Key West as a commission, kickback, reward or gift, directly or indirectly, by me or any member of my company, or by any officer or agent of the corporation.

BY:

_____

TITLE: _____

sworn and prescribed before me this ____ day of _____, 2018.

_____

NOTARY PUBLIC, State of Florida
My commission expires:

ATTACHMENT – K

Conflict of Interest Statement

Proposer must disclose the name of any person that is an employee of the City and also an officer, director, employee or agent of the Proposer, or a relative of an officer, director, employee or agent of the Proposer. Further, each Proposer must disclose the name of any City employee that owns, directly or indirectly, an interest of one percent (1%) or more in the Proposers company, its affiliates, or parent or subsidiary organizations.

_____

Persons Name

Describe the Persons Possible Conflict of Interest

ATTACHMENT – L

Acknowledgement of Conformance with FEMA / NIMS Standards

TO: CITY OF KEY WEST

Proposer's Name: _____, hereby acknowledge and agree that I/We have the sole responsibility for compliance with all requirements of the Federal Emergency Management Agency and the National Incident Management System and all State regulations, and agree to indemnify and hold harmless the CITY, its officers, agents, employees, and consultants against any and all legal liability or loss the CITY, its officers, agents, employees, and consultants may incur due to failure to comply with such act.

_____ _____

ATTEST PROPOSERS NAME

_____ By: _____

ATTEST

Title: _____

_____

DATE

ATTACHMENT – M

Copy of State of Florida Business License; Corporate Filings; or Articles of Incorporation as Required by the Secretary of State of Florida

ATTACHMENT – N

Provide Evidence of Insurability / Copy of Certificates of Insurance

THIS IS TO FURTHER CERTIFY THAT:

1. The company issuing the General Liability Coverage hereby agrees to waive any right of subrogation it may acquire against CITY OF KEY WEST, its engineers, its consultants, and all other parties named as insured by reason of any payment made on account of personal injury, bodily injury, including death resulting there from, sustained by any employee of the insured or property damage arising out of the performance or furnishing of work under the above referenced Agreement.

2. Each of the above described policies contains a provision or endorsement that the coverage afforded will not be canceled, adversely changed or non-renewed until at least thirty (30) days prior written notice has been given to CITY OF KEY WEST by certified mail.

3. Each of the above listed companies hereby agrees to deliver to CITY OF KEY WEST new Certificate(s) of Insurance at least fifteen (15) days prior to coverage renewals or binder within such period and a certificate within fifteen (15) days thereafter.

4. If requested, each of the above listed companies hereby agrees to deliver two (2) copies of the policies purchased by the Agent to CITY OF KEY WEST.

5. Each of the above listed companies is authorized to do business and has an agent for service of process in Florida and has an "A" policy holders rating and a financial rating of at least Class VIII in Accordance with the most current Best's rating. For self-insurance funds, financial statements are to be provided if requested by CITY OF KEY WEST. (AT CITY OF KEY WEST's option, a Best's rating or financial information regarding any self-insurance funds may be waived.)

6. Following insurance is required based on contract value.
   a. Worker's Comp
   b. General Liability
   c. Vehicle Liability
   d. Pollution

ATTACHMENT – O

Submit Proposed Site Lease with proposal to include language below:

FEDERAL REQUIREMENTS

In addition to the terms of Appendix II to 2 C.F.R. Part 200, which are attached as Exhibit B and incorporated herein, the following Federal requirements also apply to this Emergency Agreement:

a. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL: The CONTRACTOR shall allow access by the grantee, sub-grantee, 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 CONTRACTOR which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

b. COPYRIGHTS: The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

c. DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS: The CONTRACTOR agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

d. ENERGY POLICY AND CONSERVATION ACT: The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

e. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this contract, the CONTRACTOR agrees as follows:

   i. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that

applicants are employed, and that employees are treated during employment without regard to theirrace, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of

Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONTRACTOR or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-CONTRACTOR or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

viii. CONTRACTOR shall:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
3. Divide work, when economically feasible, into smaller tasks to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Provide documentation of compliance with 1-4 above.

f. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

i. Overtime requirements. No 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.

ii. 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 contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

iii. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency (FEMA) 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 contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

iv. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor 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."

g. CLEAN AIR ACT

i. The contractor 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.

The contractor agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

h. FEDERAL WATER POLLUTION CONTROL ACT

i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

i. DEBARMENT AND SUSPENSION:

i. 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 CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2C.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.

iii. This certification is a material representation of fact relied upon by (insert name of sub-recipient). If it is later determined that the CONTRACTOR 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 (name of state agency serving as recipient and name of sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer 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 offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

j. BYRD ANTI-LOBBYING AMENDMENT,

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

i. Contractors who apply or bid for an award of $100,000 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.

ii. Attach Certification for Contracts, Grants, Loans, and Cooperative Agreements submitted with bid if exceeding $100,000)

k. PROCUREMENT OF RECOVERED MATERIALS

i. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or
(iii) At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

l. RETENTION OF ALL RECORDS: The CONTRACTOR is required to retain all records for seven (7) years after grantees or sub-grantees make final payments and all other pending matters are closed.

ADDITIONAL FEDERAL REQUIREMENTS

a. REMEDIES – In the event of a breach by CONTRACTOR of the terms and conditions of
this Agreement CITY shall be entitled to recover any and all monetary damages arising
therefrom including the recovery of reasonable attorney fees at all trial and appellate
levels.

b. ACCESS TO RECORDS

i. The CONTRACTOR agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

b. DHS SEAL, LOGA AND FLAGS: the CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

c. COMPLIANCE WITH FEDERAL LAW, REGUATIONS AND EXECUTIVE ORDERS: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

d. NO OBLIGATION: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract."

e. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS: The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

ATTACHMENT – P

Evaluation Scoring Matrix

Name of Proposer:		
Bid Opened:		
Bid Price:		
Response Check List		
Mandatory Submittals	**Yes**	**No**
Attachment A: Unit Price Proposal		
Attachment B: Proposer's Qualification Statement		
Attachment C: Cone of Silence		
Attachment D: Proposer's Current Financial Statement		
Attachment E: Proposer's Experience / Reference List		
Attachment F: Non-Collusion Affidavit		
Attachment G: Proposer is Familiar with CITY's CEMP		
Attachment H: Sample of Proposer's Training Materials		
Attachment I: Public Entity Crimes Certification		
Attachment J: Anti-Kickback Affidavit		
Attachment K: Conflict of Interest Statement		
Attachment L: Conformance to FEMA/NIMS Standards		
Attachment M: Copy of Florida Business License / Corporation Filings		
Attachment N: Evidence of Insurability		
Attachment O: Site Lease Proposal		
Attachment P: Scoring Matrix		
Attachment Q: Reference Check		
Attachment R: Equal Benefits Affidavit		
Attachment S: Lobbying Certification		
Attachment T: Davis Bacon Act, City of Key West Indemnification Form		
Proposal Accepted as Responsive		

Grading Criteria	**Points**	
	Received	**Possible**
1. Size of Area		**25**
2. Accessibility		**25**
3. Distance to Area		**25**
4. Familiarity with Debris Staging		**25**
Total Points Received		
Total Points Available		**100**

ATTACHMENT – Q

Emergency Management Debris Staging Area, Proposer Reference Check

Date: _____

Name of Proposal Company: _____

_____

Name of Referenced Project Mngr.: _____**Proposed Project Mngr.:** __

_____

Name of Referenced Jurisdiction: _____

_____

Name and contact information of person at referenced jurisdiction that has worked directly with the Proposer. The contact person should "named contact" listed in the submitted proposal.

Name of Contact: _____ **Title**: _____

_____

Email: _____ **Telephone:** _____FAX: _____

_____

Date Contract was in effect: _____

---

1 Not satisfied **2** Acceptable **3** Satisfied **4** Extremely Satisfied **5** Would Recommend

Past performance of Proposer

1 2 3 4 5

Past performance of Proposer Subcontractors

1 2 3 4 5

Experience and performance of Proposer Project Manager

1 2 3 4 5

Ease of use and accuracy of Proposer ticket tracking/invoicing system

1 2 3 4 5

Overall satisfaction of Reference Company

1 2 3 4 5

Dollar amount of contract $ _____

_____

Dollar amount of invoiced assignments $ _____

Number of projects completed by Proposer in the last five years $ _____

Term of Contract Years _____ Extension ___

Was contract bid? **Yes** **No**

Any unresolved issues with Proposer? **Yes** **No**

Comments: _____

_____

ATTACHMENT – R

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 Ordinance Sec. 2-799.

By:

_____

Sworn and subscribed before me this

_____ day of _____, 2018.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

ATTACHMENT – S

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding $100,000)

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The CONTRACTOR,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____ Date

ATTACHMENT – T

Clause -Davis Bacon Act and Contract Work Hours and Safety Standards Act.

Definitions: For purposes of this clause, Clause - Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance Instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement

of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made, or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made, or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided that* the employer's payroll records accurately set forth the time spent In each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(I)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient 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 the Contractor under

this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1{b){2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR S.S(a)(I)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and

Hour Division Web site at or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under§ 5.5 (a)(3){ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3){ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or

the Department of labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees-

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work performed. In addition, any apprentice performing work on the job site more than the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions *of* the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work performed. In addition, any trainee performing work on the job site more than the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the

procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(I) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No 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 more than 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 more than 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 (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient 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 Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(I) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(I) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The CONTRACTOR,_____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of Davis Bacon Act apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

2 C.F.R. Pt. 200, App. II

APPENDIX II TO PART 20o--CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Effective: December 26, 2014
Currentness

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

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate:.

(B) All contracts more than $10,000 must address termination for cause and for convenience by the non-Federal entity including how it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CPR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1 .3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity ty" (30
FR 12319, 12935, 3 CFR Part, 1964--1965 Comp., p. 339), as amended by Executive Order !!375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts more than $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a l·ate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public building or Public Work 1-'inanced in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of

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public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-37011). Where applicable, all contracts awarded by the non-Federal entity more than$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than 4() hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401-767\q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non--Federal award to agree to comply with au applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-767\q)and the Federal Water Pollution Control Act amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

(J) See§ 200.322 Procurement of recovered materials.

Credits
[79 FR 75888, Dec. 19, 2014]

WESTLAW [illegible]

SOURCE: 69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26,2013, unless otherwise

noted. AUTHORITY: 31 U.S.C. 503

Current through Sept. 14, 2017; 82 FR 43194.

End of Document

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CITY OF KEY WEST INDEMNIFICATION FORM

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

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: _____ SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

DATE: _____

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

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____