

CALL FOR PROPOSALS

NOTICE is hereby given to prospective Proposers that sealed proposals will be received by the CITY OF KEY WEST, FLORIDA by the office of the City Clerk, 3125 Flagler Avenue Key West, Florida 33040, until 3:00 PM on April 9, 2014 for RFP#005-14 State Government Relations Services. Proposals will be opened in the office of the City Clerk then and there. Late Proposals will not be considered. SCOPE OF SERVICES may be obtained from DemandStar by Onvia at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) or call toll-free 1-800.711.1712.

One (1) original and (2) copies of the proposal, and (2) CD ROMS or USB Flash Drives each with a PDF of the entire Proposal are to be enclosed in two(2) sealed envelopes, one within the other, each clearly marked on the outside: RFP # 005-14 – State Government Relations Services, addressed and delivered to:

CITY CLERK  
CITY OF KEY WEST FLORIDA  
CITY HALL, 3126 FLAGLER AVENUE  
KEY WEST, FLORIDA 33040

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 bids: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its proposal, (3) if the Proposer does not strictly conform to the law or is non-responsive to proposal requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the City. The City may also waive any minor informalities or irregularities in any

bid.

Published

2/27/14

  
PURCHASING AGENT

February 24, 2014

To: All Prospective Proposers

City of Key West RFP # 005-14 – State Government Relations Services contains the following documents:

- a. Cover letter one (1) page in length
- b. Request for Proposals four (4) pages in length
- c. Required permit/license one (1) page in length
- d. Anti-Kickback Affidavit one (1) page in length
- e. Public Entity Crimes Statement three (3) pages in length
- f. Cone of Silence Affidavit one (1) page in length
- g. Equal Benefits for Domestic Partners Affidavit one (1) page in length
- h. Local Vendor Certification one (1) page in length
- i. Call for Proposals one (1) page in length

Please review your proposal package to ensure it contains all of these documents. If not, contact City of Key West Acting Purchasing Agent Gabriela Mott at (305) 809-3824 or [gmott@keywestcity.com](mailto:gmott@keywestcity.com), immediately, to obtain copies of any missing document(s).

Proposers submitting proposals should ensure that the following documents are completed, certified, and returned as instructed: Anti-Kickback Affidavit, Public Entity Crimes Certification, Copy of Current Occupational License. Cone of Silence Affidavit, Equal Benefits for Domestic Partners Affidavit and Local Vendor Certification.

SUBJECT: RFP # 005-14  
STATE GOVERNMENT RELATIONS SERVICES

ISSUE DATE: February 24, 2014

PRE-PROPOSAL  
CONFERENCE: NONE

MAIL PROPOSALS TO: CITY CLERK  
CITY OF KEY WEST  
3126 FLAGLER AVE.  
KEY WEST, FL 33040

DELIVER PROPOSALS TO: SAME AS ABOVE

PROPOSALS MUST BE  
RECEIVED: APRIL 9, 2014

NOT LATER THAN: 3:00 P.M.

PURCHASING AGENT  
CITY OF KEY WEST

Enclosure

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**CITY OF KEY WEST REQUEST FOR PROPOSAL #005-14  
STATE GOVERNMENT RELATIONS SERVICES**

**ARTICLE I. GENERAL DESCRIPTION OF SERVICES**

The City of Key West is requesting Proposals from qualified individuals/firms to provide State Government Relations services for the City before the Executive Branch, Legislators, legislative staff of the state government to secure funds for and otherwise represent City efforts.

**ARTICLE II. TERM**

The contract shall be for a term of three years with an option for two additional one-year terms by mutual written agreement. The selected individual/firm shall identify available state funds or grants for the City and provide other government relation services as required in order to secure state funds and enhance relations for the City.

**ARTICLE III. INSURANCE/INDEMNIFICATION:**

Reference Attachment A – Eight (8) pages in length.

**ARTICLE IV. SCOPE OF SERVICES**

**State Funding Opportunities**

Working in consultation with the City Manager and/or designee, the following are areas of responsibility of the State Government Relations firm:

1. Work closely with the City to obtain all necessary project information.
2. Secure state funding for the City including proactive identification of specific funding opportunities.
3. Monitor state legislation and programs of state agencies to identify new funding sources.
4. Prioritize funding opportunities according to their potential as funding sources.
5. Develop time lines giving dates when certain activities should begin, or when materials should be compiled, to meet state guidelines and deadlines.
6. Act as a representative of the City and its projects.
7. Coordinate with the State Delegation in gaining support for state funding for the City; assist in drafting appropriate correspondence, schedule briefings and meetings.
8. Identify and meet with key state agencies, officers of the state government and members of the State Senate and House of Representatives related to specific funding sources; propose and implement lobbying and advocacy strategies for gaining their support for City projects.
9. Establish and maintain liaisons with key state agencies and officers, and elected officials to gain support for City projects.

10. If requested, prepare state grant applications.
11. Provide technical assistance and guidance to City staff in preparing correspondence and reports for state funding contacts.
12. As requested or necessary, arrange meetings between state agencies and members of the Executive branch, Legislators, legislative staff with the Mayor, City Commission and the City Manager to promote the funding of City projects or to discuss legislative issues affecting the City.
13. Identify agencies or local governments which may be competing for specific grants or appropriations, and help align support for City projects.
14. Provide quarterly reports to the City Manager demonstrating the progress of the firm toward securing funding for City projects. The report shall provide sufficient information as needed in order for the Mayor, City Commission, City Manager and staff to support any lobbying strategies.
15. Appear before the City Commission as requested to report on fund development activities, approximately two times annually. Appearances will be scheduled in advance at the request of the Mayor and City Commission.

#### **Monitoring**

1. Review on a continuing basis all existing and proposed State of Florida policies, programs and legislation affecting the City. Identify those issues that may directly or indirectly affect the City or its citizens, and regularly inform the City as to such matters, both orally and in writing including the benefits and any inverse impacts of proposed legislation.
2. Work closely with the Mayor, City Commission, City Manager, Assistant City Managers and Senior Staff in the coordination and development of the City's legislative program for both long and short term perspectives, as well as legislative priorities.
3. Work closely with Mayor, City Commission, City Manager and Senior Staff to develop special or general legislation in keeping with, or supportive of, the City's adopted legislative program.

#### **Bill Tracking**

1. Obtain and monitor all bills, resolutions, files, journals, histories, etc. that may have an impact on the legislative or regulatory interests of the City.
2. As copies of any bills and amendments that are determined to have an impact on legislative and regulatory interests of the City, copies shall be forwarded to the Mayor, City Commission and City Manager.

#### **Article IV. Instructions for Proposals**

Proposals shall address the following areas. A Proposal's failure to address all areas may result in a rejection of the Proposal. In addition, all Proposals shall strictly correspond to the format indicated below, placing additional or supplemental information at the end of the Proposal. One (1) original and (2) copies of the proposal, and (2) CD ROMS or USB Flash Drives each with a PDF of the entire Proposal shall be submitted.

**Section 1: Introduction**

1. Proposer's name and address of central and satellite offices.
2. Project Manager: telephone number and fax number.
3. Current client list, including local governments.

**Section 2: Firm Experience and References**

This section shall include a description of at least two other professional contracts or experiences that are similar to the scope of services described in this Proposal. Each shall include reference name and telephone numbers.

**Section 3: Personnel Qualifications and Availability**

Identify the names, qualifications and availability of all individuals who will be assigned to this account. Proposals shall also include the role and percent of time that each person will be assigned for work on this project.

**Section 4: Implementation of Scope of Services**

Identify the consultant's proposed methods and an estimate of time necessary for specific activities in the identification and pursuit of state funding opportunities.

**Section 5. Fees**

Provide a fixed fee proposal for performing all the work described in this Request for Proposal. Identify all costs anticipated to be associated with this proposal, including meals, travel, lodging and business expenses. Please provide a description of the cost basis for your proposal.

**ARTICLE V. SELECTION**

Proposals submitted will be evaluated by an Evaluation Committee approved by the City Manager. In a publicly noticed meeting the Evaluation Committee will meet to review and discuss the proposals. The Evaluation Committee will then evaluate and rank the responses based on the items described in the Evaluation Criteria. The Committee may short list firms to be submitted to the City Commission should the number of respondents exceed three. The City Commission may accept the ranking recommendations of the Evaluation Committee and may request ranked firms to give a presentation and/or answer questions, amend the rankings or reject all proposals. The City Commission will make the final selection. The City shall not be responsible for any costs of preparation or costs incurred in relation to any opportunities for an interview.

The Evaluation Criteria are as follows:

| <b>Max Points</b> | <b>Category</b>  |
|-------------------|--|
| 20                | <b>Experience of Firm</b> <ul style="list-style-type: none"> <li>• Experience of the firm with similar projects</li> <li>• Past accomplishments with similar projects</li> <li>• References.</li> </ul>                                    |
| 20                | <b>Qualifications and availability of "core team"</b> <ul style="list-style-type: none"> <li>• Qualifications of "core team" members</li> <li>• Availability of "core team" members</li> </ul>   |
| 20                | <b>Methodologies</b> <ul style="list-style-type: none"> <li>• Proposed methods for identifying funding opportunities</li> <li>• Lobbying and advocacy strategies for securing state funds through direct legislation or through</li> </ul> |

|    |  |
|----|--|
|    | state grant opportunities.   |
| 10 | <b>Location consideration and how it impacts effective communication between the City, consultant, and key state contacts</b> <ul style="list-style-type: none"> <li>• Location(s) of the firm and key "core team" members</li> <li>• Approach to maintaining good communication/coordination with clients.</li> </ul> |
| 5  | <b>Scheduling</b> <ul style="list-style-type: none"> <li>• Willingness to meet City time requirements</li> <li>• Recent, current and projected workload of the firm.</li> </ul>  |
| 5  | <b>Knowledge/understanding of the City and Projects</b> <ul style="list-style-type: none"> <li>• Understanding of the City's government process</li> <li>• Understanding of the City's projects.</li> </ul>  |
| 20 | <b>Cost</b> <ul style="list-style-type: none"> <li>• Fee and Cost basis.</li> </ul>  |

**ARTICLE VI. CONTRACT**

The selected proposer will be expected to execute a contract with the City within 30 days of award. If the contract cannot be successfully negotiated, the City may elect to negotiate with its second ranked proposer and so forth.

**SUBMITTAL OF PROPOSAL**

One (1) original and (2) copies of the proposal, and (2) CD ROMS or USB Flash Drives each with a PDF of the entire Proposal shall be submitted to the following address not later than 3:00 P.M. on April 9, 2014.

City of Key West  
City Clerk  
3126 Flagler Avenue  
Key West, Florida 33040

Proposals shall stipulate that they are valid for 120 days from the date of submittal. Proposals must be signed by an official who has the legal authority to bind the firm or individual.

PERMIT/LICENSE REQUIREMENT  
AND COST

OCCUPATIONAL LICENSE REQUIRED IF OFFICE LOCATED WITHIN KEY WEST

FEE NOT TO EXCEED \$90

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS

COUNTY OF MONROE

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

BY: \_\_\_\_\_  
\_\_\_\_\_

sworn and prescribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My commission expires: \_\_\_\_\_

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

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

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
(Print individual's name and title)  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
and (if applicable) its State 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 state law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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 of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

\_\_\_\_\_ Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

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

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

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

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(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 of this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

CONE OF SILENCE

STATE OF FLORIDA  
SS:  
COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of \_\_\_\_\_ 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).

BY: \_\_\_\_\_

sworn and prescribed before me this                      day of                      , 2014

NOTARY PUBLIC, State of Florida  
My commission expires:

Sec. 2-773. Cone of silence.

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

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

(2) Cone of Silence means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.

(3) Evaluation or Selection Committee means a group of persons appointed or designated by the City to evaluate, rank, select,

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\*(Coding: Added language is underlined; deleted language is ~~struck through~~.)

or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks

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an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.

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

(b) Prohibited Communications.

A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

(1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

(3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

(4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications

Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not

Vendors or a Vendor's representative and any city employee, official or member of the City Commission;

(2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

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

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation;

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

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

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

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

(7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or

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

(d) Procedure

(1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by

section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

(3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

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

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.

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

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

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

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA )

: 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_

**City Ordinance Sec. 2-799**  
**Requirements for City Contractors to Provide Equal Benefits for Domestic Partners**

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
  - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
  - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
  - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
  - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
  - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
  - (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
  - (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
  - (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
  - (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
  - (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
  - (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
  - (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
  - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
  - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
  - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
  - (2) The city may terminate the covered contract; or
  - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
  - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
  - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

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(e) ~~Exceptions and waivers.~~

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
  - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
  - a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.



**ATTACHMENT A.**

**INSURANCE**

INDIVIDUAL / FIRM is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the INDIVIDUAL/FIRM shall provide the minimum limits of liability insurance coverage as follows:

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

INDIVIDUAL / FIRM shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies-excepting Professional Liability-on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11185) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. INDIVIDUAL/FIRM will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the INDIVIDUAL / FIRM shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the INDIVIDUAL/FIRM who is performing any labor, services, or material under the Contract. Further, INDIVIDUAL / FIRM shall additionally maintain the following minimum limits of coverage:

|  |             |
|--|-------------|
| Bodily Injury Each Accident            | \$1,000,000 |
| Bodily Injury by Disease Each Employee | \$1,000,000 |
| Bodily Injury by Disease Policy Limit  | \$1,000,000 |

If the work is being done on or near a navigable waterway, INDIVIDUAL / FIRM's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 0002 01 A) coverage if specified by the City of Key West. INDIVIDUAL / FIRM shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

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

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

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

**Indemnification**

To the fullest extent permitted by law, the INDIVIDUAL/FIRM 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 INDIVIDUAL/FIRM, 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 INDIVIDUAL/FIRM'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 INDIVIDUAL/FIRM 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 INDIVIDUAL/FIRM or of any third party to whom INDIVIDUAL/FIRM may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

## VENDOR insurance/indemnity language

(305) xxx-xxxx any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the VENDOR.

### Indemnification

To the fullest extent permitted by law, VENDOR expressly agrees to indemnify and hold harmless the City of Key West and their respective officers, directors, agents, and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages caused in whole or in part by any act, omission, or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of VENDOR or its subcontractors, material men, or agents of any tier or their respective employees.

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

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s):  | Location(s) Of Covered Operations |
|--|-----------------------------------|
|  |                                   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - b. Supervisory, inspection, architectural or engineering activities.
  2. "Bodily injury" or "property damage" occurring after:
    - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s):  | Location And Description Of Completed Operations |
|--|--|
|  |  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |  |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US**

**Number of Days Notice** 30

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

**Schedule**

**Name of Person or Organization**

**Mailing Address**

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_