

# KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

## CALL FOR BIDS

**THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA**, operator of Keys Energy Services (KEYS), hereby gives notice to prospective bidders that sealed proposals will be received by **KEYS** electronically until 1:30 p.m. on **Friday, December 2, 2022** for:

### KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

KEYS has instituted VendorLink and DemandStar systems to provide current information to potential bidders. These systems will allow you to receive bid information quickly and at your convenience 24 hours a day, 7 days a week. Specifications may be obtained from their websites at [www.myvendorlink.com](http://www.myvendorlink.com) or [www.DemandStar.com](http://www.DemandStar.com). Registered vendors will be notified automatically of all Requests for Proposals. You may also visit [www.KeysEnergy.com](http://www.KeysEnergy.com) for links and download information for all KEYS bid specifications.

It shall be the sole responsibility of each bidder to have their bid electronically delivered on or before the time for opening proposals last announced to bidders. Bid bonds and/or cashier's checks are to be delivered via FedEx or UPS to:

Keys Energy Services  
Bid Opening Committee – KEYS Bid 02-23  
6900 Front Street Extended  
Key West, FL 33040

Note: This address does not receive US Postal Service.

Any proposal received after the time last announced for opening proposals may be retained by KEYS or returned to the bidder, but such proposal may be rejected as not responsive.

Vendors with questions pertaining to this bid specification must submit them in writing via email to [purchasing@keysenergy.com](mailto:purchasing@keysenergy.com) no later than **Friday, November 18, 2022 at noon**. Any questions received after noon on November 18, 2022 will not be addressed.

Each proposal should constitute an offer to **KEYS**, as outlined therein, and should be irrevocable after the time announced for the opening thereof.

At a meeting of the **BID OPENING COMMITTEE** to be held virtually on **Friday, December 2, 2022 at 1:30 p.m.** Proposals will be opened and vendor names will be publicly read aloud.

KEYS reserves the right to reject any or all proposals, to waive irregularities and informalities in any or all proposals, and to separately accept or reject any item, items, bid schedule or bid schedules of the proposal which KEYS deems to be in the best interest of the Utility Board.



Tyler Randolph, Purchasing Supervisor

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

### **GENERAL**

Keys Energy Services (KEYS) is a municipal electric utility supplying power to residents of the lower Florida Keys. KEYS is located in the extreme southern tip of peninsular Florida, situated in Monroe County, Florida, primarily what is considered the "Lower Keys", which extends eastwardly from Key West to the west end of the Seven-Mile Bridge. Corporate Offices are located at 1001 James Street, Key West, Florida and the Transmission and Distribution (T&D) Facility is located on Stock Island at 6900 Front Street Extended, Key West, Florida 33040.

KEYS and its representatives have exercised due care in preparing this Request for Proposals (RFP). All information contained herein is believed to be substantially correct. However, bidders should verify information independently if desired. KEYS and its representatives do not warrant the accuracy of information contained herein.

KEYS requests Proposals for an As-Needed Emergency Management Consultant Services provider. Contracted services are enumerated in the Scope of Services. The contract will be for a three-year term and may extend for a two-year term if agreed to by both parties. The purpose of the Request for Proposal (RFP) is for KEYS to acquire comprehensive disaster recovery management services including, but not limited to:

- I. FEMA Public Assistance Advisory Services
- II. FEMA 404 and 406 Hazard Mitigation Expertise
- III. Financial and Grant Management Support
- IV. Public Insurance Adjustment

Awarded Consultant Firm will perform consulting services under this professional service Agreement as requested and authorized by the Utility Board of the City of Key West, Florida.

Individual task orders will be issued for each emergency situation that arises during the contract period. Each task order will include a not to exceed amount. Not to exceed amounts will be based on severity of the situation. KEYS will not be responsible for invoices submitted once the not to exceed amount is met.

### **SCOPE OF SERVICES**

Awarded Firm will perform consulting services under this professional service Agreement as requested and authorized by the Utility Board of the City of Key West, Florida. The selected contractor will assist KEYS in strategically managing the claim development and administration under Federal and State Disaster Programs related to any proceeding disasters during the term of this contract. Such Federal Programs may include, but not limited to: FEMA Public Assistance (PA), FEMA 404 Hazard Mitigation Grant Program (HMGP) and Emergency Relief Program. Examples of disaster recovery services that may be required, include:

#### **I. FEMA Public Assistance Advisory Services**

1. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of the client
3. Provide extensive knowledge, experience and technical competence in dealing with

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

- current Federal regulations.
4. Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed.
  5. Provide technical assistance, as requested. Technical assistance may involve engineering and architectural support, among other types of assistance.
  6. Help assess damage to public infrastructure components, transportation systems, and facilities, as needed.
  7. Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submittal including timekeeping and staff assignment records.
  8. Review for all data and supporting documentation to determine whether costs appear eligible and are adequately supported.
  9. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions ("DDD's") and a project's Scope of Work ("SOW").
  10. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act.
  11. Evaluate alternate and/or improved projects.
  12. Review Project Worksheets to determine final eligible costs and third party refunds and reimbursements.
  13. Reconcile eligible costs and prepare Project Worksheet versions, as necessary.
  14. Prepare first and second appeals, as requested.
  15. Monitor reconstruction efforts, actual versus PW scope of repair, and progress payments.
  16. Perform PW closeouts.
  17. Prepare appeals and arbitration, as required.
  18. Respond to audit findings, as required.

### **II. FEMA 404 and 406 Hazard Mitigation Expertise**

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

### **III. Financial and Grant Management Support**

1. Advise on FEMA's rules, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
2. Provide general grant management advice.
3. Perform internal controls assessment.
4. Conduct pre-audit activities and prepare documentation for audit.
5. Meet as necessary with City/County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to Federal and State regulations.
6. Prepare reports for the State and FEMA, as needed.

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

7. Provide oversight of contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.
8. Categorize, record, track and file costs in support of the financial reimbursement process. Track Project Worksheet status and status of payment from the State.
9. Assist in providing interagency (Federal, State, County, City) coordination and technical support, as well as identifying funding resources that may be available to assist in the long-term recovery process.
10. Work with KEYS staff to enable their in-house ability to complete the FEMA worksheets for replacing temporary work with permanent work over the course of the next year.

#### **IV. Public Insurance Adjustment Support**

1. Work with KEYS to identify any potential insurance claims.
2. Work with KEYS insurance consultant and carrier(s) to ensure maximum insurance coverage is applied to impacted facilities.
3. Work with FEMA and the State to ensure proper insurance coverage is applied to project worksheets.

#### **PROFESSIONAL SERVICES**

The Consulting Firm shall be a corporation organized and operated under the laws of the State of Florida. It is expressly agreed that the corporation may be changed by addition or reduction in the number of the partners or redistribution of the partnership interests. The Consulting Firm may assign the compensation from this Agreement to any other entity.

The Consulting Firm shall be consultant and advisor to the Utility Board as an independent contractor and shall not be an employee of the Utility Board. The Consulting Firm shall not be an agent or representative of the Utility Board except that the Consulting Firm may act as the Utility Board's agent in providing consulting services to the degree specifically authorized by the Utility Board.

The Consulting Firm represents that the services furnished under this Agreement will in accordance with generally accepted professional practices. Any estimate of cost of operation furnished by the Consulting Firm shall be the Consulting Firm's opinion based upon its professional judgment and experience. The Consulting Firm makes no other representation or warranty, express or implied.

#### **SUBMITTAL REQUIREMENTS**

Proposals must be submitted in the format, including heading descriptions, outlined below. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. To be considered, the proposal must respond to all requirements stated below.

- 1. Title Page.** Show the name of Respondent's firm, address, telephone number, name of contact person, date and the subject: *Request for Proposals for Emergency Management Consulting Services for Keys Energy Services.*
- 2. Table of Contents.** Include a clear identification of the material by selection and by page number.

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

- 3. Cover Letter and Executive Summary.** This letter must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit the firm's resources (e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship). The letter must indicate the legal status of the Consultant (sole proprietorship, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists. Lastly, the letter must indicate the location of the facility from which the Consultant would operate.
- 4. Firm Overview.** Provide a brief history and description of your firm's business organization and its consulting expertise and experience as it relates to the requirements discussed previously. Include the location of offices and the number and types of consultants or other relevant professional staff in each office. Include a discussion of the specific expertise and services that distinguish your firm.
- 5. Relevant Expertise and Experience.** Provide a narrative statement regarding your consulting experience and experience as it relates to the Scope of Services of the RFP. Additionally, include a statement regarding your understanding of the requirements as outlined in the RFP. At a minimum your firm must meet the following criteria:
  1. Specific experience in conducting performance audits of publicly-owned electric utilities  
Experience completing organizational analysis for municipal organizations is preferred;
  2. A working knowledge of municipal utility operations, functions and structure and modern management and reporting practices;
  3. Experience analyzing the operations of complex organizations resulting in the development and implementation of recommendations that have materially and demonstrably improved long-term effectiveness and efficiency of operations;
  4. A demonstrated capability and commitment to assisting the implementation of identified recommendations;
  5. Superior written and verbal skills;
  6. Ability to establish rapport and cordial working relationships with key personnel and utilities being analyzed, while at all times maintaining a posture of objectivity and independence
- 6. References.** The Consultant shall provide at least three references, within the past five years of clients for whom these requested services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.
- 7. Description of Understanding and Approach/Methodology.** Provide a comprehensive description of the Consultant's proposed approach and methodology for the operational performance audit. This section should convey the Consultant's understanding of the project.
- 8. Proposed Work Plan.** Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the proposal shall contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of KEYS staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation. The description should include the staffing required and an estimated number of hours required to complete the scope of work.

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

- 9. Project Schedule.** Include a project schedule indicating when the elements of the work will be completed and when deliverables will be provided. The schedule shall include an opportunity for review of draft documents. The schedule should identify expectations of KEYS' staff necessary to meet this deadline.
- 10. Deliverables.** Fully describe deliverables to be submitted under the proposed contract. At a minimum, a written report detailing the study findings shall be submitted. Further, findings and recommendations of the study shall be presented to the KEYS management and possibly to the Utility Board at a public meeting.
- 11. Cost Proposal.** The cost proposal shall identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract, using Cost Proposal Form. Please note that all travel related costs will be reimbursed based upon KEYS Travel Policy, attached. The evaluation process is designed to award this contract not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP.
- 12. Personnel.** Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the personnel that would perform consulting services, and specifically identify the primary person(s) who will be responsible for managing the relationship with KEYS. Respondent must submit a current resume for all proposed audit staff listing relevant experience and applicable professional affiliations. Do not include identification cards or personal information in proposal.

### **SCHEDULE**

As need arises, notification will be made by telephone or email to the person listed as the contact person on your proposal. If you have other employees you would like notified please include their contact information on a separate sheet in your proposal.

### **ADDITIONAL CONTRACTUAL DOCUMENTS**

During an event, KEYS may activate the contract using a task order. Within the task order, KEYS will establish a not to exceed amount based on the proposed pricing submitted and the emergency situation circumstances.

### **PAYMENT**

For services furnished, the Utility Board shall pay the awarded Consultant upon submission of invoices for services using a "not to exceed" cost for specified project.

The Consulting Firm's "Salary Costs" allow for basic salary and personnel benefits, including: Life, accident, disability and medical insurance; sick leave, holiday and vacation pay; social security, workers' compensation, unemployment and compensation and pension retirement contributions; and similar employment – related cost shall be included in the proposed "not to exceed" price.

The Consulting Firm's "Out-of-Pocket Expenses" are those expenditures made by the Consulting Firm, other than Salary Costs, costs of reproduction and computer services and costs of Special Consultants and Subcontractors, which are directly chargeable to the project and which would not otherwise have been incurred. Such expenditures include, but are not limited to, transportation, lodging, subsistence, communications, liability and other insurance premiums

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

when required by the Utility Board in addition to the types and amounts currently carried by the Consulting Firm, taxes other than those levied on the profits or net income of the Consulting Firm, equipment rentals and repair, and special mailing, forms, materials and supplies required during the progress of the work shall be included in the proposed "not to exceed" price on the project.

If the provisions for payment in the Agreement provide for a fixed fee or a maximum payment for services, such fee or maximum is for the Scope of Services described in the Agreement. If the Scope of Services is modified so that more or less work or time is required, and such modification is accepted by the Utility Board and the Consulting Firm, the fee or maximum and the time shall be equitably adjusted.

### **DOCUMENTS**

Upon completion of the services provided under this Agreement, the Consulting Firm shall deliver to the Utility Board one copy of all Reports and Analysis. The originals of all Reports, Analysis shall be retained by the Consulting Firm and upon request by the Utility Board; the Consulting Firm will furnish copies to the Utility Board at actual cost of duplication and mailing. If such Reports and Analysis or reproductions thereof, or any other items relating to the services of the Consulting Firm are changed in any way or used by the Utility Board for any other project or purpose, the Utility Board shall indemnify, defend and hold harmless the Consulting Firm from all loss, damage, liability of expense arising out of such change or use.

Except as specifically provided to the contrary in this Agreement, all computer programs, computer code and documents related thereto ("computer software") developed by or used by the Consulting Firm in conjunction with the Consulting Firm's work hereunder shall remain the sole and exclusive property of the Consulting Firm, and the Utility Board shall have no right or title to or interest in such computer software. In the event the Consulting Firm releases any such computer software to the Utility Board, the Utility Board shall protect the confidentiality of such computer software and shall not release or divulge such computer software to any other person or organization or let any other person or organization use such computer software. In the event the Utility Board uses any such computer software or allows such computer software to be used by others, the Utility Board shall indemnify and hold harmless the Consulting Firm from all loss, damage, liability or expense arising out of such use.

### **ATTACHMENTS**

1. KEYS Travel Policy

### **PROPOSAL CONTENTS & EVALUATION**

The proposal should include a description of the firm's capabilities and experience with providing the requested services, including a description of any special qualifications which are indicative of working familiarity with similar projects.

The proposals will be evaluated by a review team. The evaluation criteria will include a variety of considerations, including, but not limited to:

- a. Qualifications of the Firm and Staff
- b. Experience with relevant projects
- c. Range and suitability of services provided
- d. Technical approach

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

- e. Pricing
- f. References

### **BID SUBMITTAL**

Proposals shall be submitted electronically via VendorLink or DemandStar prior to the opening date and time. Emailed proposals will not be accepted. Should a vendor not be able to submit via VendorLink or DemandStar, paper submittals will be accepted. Paper submittals must be received prior to the opening date and time in order to be considered.

Paper Submittals must be sent via **FedEx or UPS only** to:

Keys Energy Services  
Bid Opening Committee- BID 02-23  
6900 Front Street Extended  
Key West, Florida 33040

Bidders must submit the following to be found responsive:

1. Cost Proposal Form
2. Bidder's Statement
3. Public Entity Crimes Sworn Statement
4. Drug-Free Workplace Statement
5. Safety Compliance Affidavit
6. Insurance Agent's Statement
7. Certification Regarding Debarment, Suspension and other Responsibility Matters
8. Certification Regarding Lobbying
9. List of qualified personnel (Do not include identification cards or personal information in proposal)
10. Hourly Rates for Labor- to be used should additional work/material outside of the scope of work is required
11. Three (3) References





# **ATTACHMENT 1**

**(KEYS Travel Policy)**

# **UTILITY BOARD CITY OF KEY WEST**



## **TRAVEL POLICY**

Effective: 11/18/2015

## TABLE OF CONTENTS

SECTION 1: GENERAL.....	2
1.1 Purpose .....	2
1.2 Scope and Applicability .....	2
1.3 Roles and Responsibility .....	2
1.4 Authorizations.....	3
1.5 Travel/ Training Reimbursement Agreement.....	3
1.6 Missing Receipts .....	4
1.7 Exceptions.....	4
1.8 Revisions or Amendments to Travel Policy .....	4
SECTION 2: TRAVEL EXPENSE REQUIREMENTS/GUIDELINES.....	4
2.1 General Principles .....	4
2.2 Registration Fees .....	5
2.3 Transportation.....	6
2.4 Per Diem Allowances -Meals and Incidental Expenses .....	8
2.5 Lodging.....	9
2.6 Miscellaneous Expenses.....	10
2.7 Reimbursement for Nonrefundable Travel Expenses in Connection with Canceled Travel.....	11
2.8 Combining Business and Personal Travel.....	11
SECTION 3 – TRAVEL EXPENSE REIMBURSEMENT/ADVANCES PROCEDURES .....	12
3.1 Travel Forms/Documentation Requirements .....	14
SECTION 4 - ATTACHMENTS	
Letter of Agreement.....	14
Frequently Asked Questions	

## **Section 1: General**

### **1.1 Purpose**

To establish policies and procedures for the payment and/or reimbursement of expenses incurred while traveling on official KEYS' business.

### **1.2 Scope and Applicability**

These regulations apply to all out-of-town and in-town travel for Utility Board Members, KEYS' employees, members of advisory boards, volunteers, and all others who are authorized to travel on official KEYS' business.

### **1.3 Roles and Responsibilities**

#### **A. Department Directors**

1. Overall responsibility for the administration of the travel regulations.
2. Provide education and training to affected travelers. This includes travelers as well as department employees responsible for completing and approving travel forms.
3. Establish processes, procedures and forms to ensure travel transactions are appropriate and for authorized KEYS' related business.
4. Ensure that travel is related to KEYS' business and expenses are reasonable and necessary in accordance with this policy.
5. Ensure that travelers understand their responsibilities and initiate the appropriate action when procedures are not followed.
6. Review travel related documentation to ensure that travelers have adhered to the travel policy.
7. Ensure that accurate and complete Travel Expense Request forms are submitted in accordance with the schedule established in this policy.

#### **B. Travelers**

1. Ensure that they exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.
2. Be knowledgeable of, and adhere to, the requirements set forth in this policy.

## **1.4 Authorizations**

- A. Travel must be necessary for the proper execution of official KEYS' business. Meetings and conferences must be of a professional nature that will increase the attending individual's usefulness to KEYS'.
- B. All travel by employees below the Department Director level must be approved by the Department Director and General Manager & CEO prior to travel.
- C. The Department Director's travel must be approved by the General Manager & CEO or his/her designee prior to travel.
- D. The Assistant General Manager's travel must be approved by the General Manager & CEO prior to travel.
- E. The General Manager & CEO does not require pre-approval for budgeted travel. In the event of an unbudgeted trip, the Utility Board Chairman must give approval prior to travel. The General Manager & CEO will refer his/her Travel Expense Request forms to the Utility Board Chairman, on the completion of travel, who will review the request for compliance with KEYS' travel policy.
- F. The Utility Board members do not require pre-approval for budgeted travel. In the event of an unbudgeted trip, the Utility Board must approve prior to travel. The Utility Board must approve travel requests for all members of the Utility Board prior to travel. The Utility Board Chairman must approve all Travel Expense Request forms for travel completed by a Board Member. The Vice-Chairman will approve the Travel Expense Request form for the Chairman.
- G. A traveler who becomes sick or injured while away from his/her assigned work location and is therefore unable to perform KEYS' official business will contact their Supervisor/Director and may continue to receive subsistence as described herein during this period of illness or injury until he or she is able to perform KEYS' official business or returns to his/her assigned work location, whichever is earlier. Such subsistence may be paid when approved by the General Manager/CEO.

## **1.5 Travel/Training Reimbursement Agreement**

A Reimbursement Agreement must accompany any Travel Expense Request form for elective advanced skill training with registration cost in excess of \$1,000. This Agreement stipulates that, Employees who leave voluntarily from KEYS must pay back a prorated amount, up to the full cost paid on their behalf by KEYS for registration and training expenses for the full 12 months preceding his/her separation. Payment is due

upon separation. If full payment is not received, it may be deducted from the employee's final paycheck (including vacation and/or sick leave payouts).

In the event that an employee is required by KEYS to participate in any of the aforementioned, or other, training programs, the pro-rated repayment policy will not apply.

For additional information, please refer to KEYS Employee Rules & Regulations Handbook.

## **1.6 Missing Receipts**

If travel expense receipts are lost or stolen, a statement of the facts explaining the incident must accompany the completed Travel Expense Request form before submitting for review and approval. A reasonable attempt to obtain duplicate receipts must be made.

## **1.7 Exceptions**

Any exceptions or unusual circumstances not provided for in this policy must be documented and shall be approved by the General Manager & CEO.

## **1.8 Revisions or Amendments to Travel Policy**

KEYS Travel Policy may be revised or amended by the General Manager & CEO without approval of the Utility Board whenever necessary to conform to applicable laws.

# **Section 2: Travel Expense Requirements/Guidelines**

## **2.1 General Principles**

- A. The traveler shall be reimbursed for authorized expenses that are in compliance with the requirements of this policy and are associated with an approved trip.
- B. The number of persons traveling is the minimum number required to accomplish the purpose of the trip.
- C. Travel arrangements should be made as early as possible to take advantage of early discounts and advance purchase prices.
- D. Arrangements associated with the travel shall be the most economical available and result in the shortest "time-away". The General Manager & CEO may designate the most economical method of travel for each trip considering: (1) the nature of business; (2) the most efficient and economical means of travel (considering the time of the traveler, cost of transportation, and per diem or subsistence required); (3) the number of employees making the trip and the amount of equipment or material to be transported.

- E. KEYS' will not reimburse any expenses for a traveler's spouse and family. Reimbursement is limited to the traveler only.
- F. KEYS' is exempt from the Florida Sales Tax. Every effort should be made by the traveler to obtain an exemption from these taxes. However, if the traveler is unable to obtain the exemption, a written explanation of that fact should be included with the Travel Expense Request form. The traveler shall obtain a copy of KEYS' tax-exemption certificate while traveling in the event it is needed to obtain the exemption. A copy of KEYS' tax-exempt certificate may be obtained by contacting the Finance Department.
- G. KEYS' employees traveling on official company business are covered by Worker's Compensation Insurance.

## **2.2 Registration Fees**

- A. Fees for registration, including meals and other programmed affairs sponsored by a conference or convention organization, shall be prepaid whenever possible.
- B. Checks for registration fees will normally be written directly to the sponsoring organization upon submission of a properly completed Travel Expense Request form requesting prepayment. Checks will be forwarded to the Department Staff Assistant in order to be disbursed to the organization.
- C. The traveler shall pay fees associated with entertainment events (golf, sightseeing tours, etc.) that are optional and not included as a part of the registration fee. KEYS' will not pay for these costs. The KEYS P-Card cannot be used for these expenses.
- D. For payment to be advanced or reimbursed, a traveler must submit a complete (front to back) copy of the brochure describing the conference and a copy of the completed registration form along with the completed, approved Travel Expense Request form. If there was no advance payment for the registration, and the traveler is to be reimbursed, a paid receipt must also accompany the Travel Expense Request form.

## 2.3 Transportation

### A. Commercial Air Travel

1. Coach fare class shall be taken for all travel by air.
2. Seating Preference will be reimbursed up to \$50.00 for Coast-to-Coast flights longer than three (3) hours or when medically necessary and approval by the General Manager & CEO
3. First class airfare shall be limited to trips under emergency conditions when coach accommodations are not available. This type of travel requires approval by the General Manager & CEO.
4. Discounted fares may often require the traveler to depart earlier or arrive later than would be required if normal fares were purchased. Early departures and late arrivals are allowable if approved by the traveler's Department Director or General Manager & CEO and if the traveler provides written justification that the extra costs incurred (i.e. meals and lodging) do not exceed the savings realized by purchasing the discount fare.
5. If an employee requests to stay over additional nights (not required by KEYS) either after or before a seminar/conference, KEYS' will pay for your hotel, meals and rental car for those extra days if the total expense for those extra days and the reduced airfare is less than what the airfare would have been without the additional nights.
6. The actual cost incurred for parking a private vehicle at the airport while the traveler is away shall be reimbursed. In addition, the traveler taking a taxi to and from the airport shall be reimbursed. A receipt is required.
7. If air travel is booked via the Internet, and charged to a personal credit card, the confirmation notice that states the amount and a copy of the credit card statement shall be submitted to verify the cost for reimbursement.
8. Additional accident or life insurance for persons traveling by commercial air travel will not be reimbursed.
9. Luggage fees – KEYS will reimburse the traveler for only ONE (1) standard bag fee and ONE (1) carry-on fee each way. The P-Card can be used to pay ONE (1) standard luggage fee for each way. KEYS will not pay luggage overweight charges, unless bringing back educational/training materials.

### B. KEYS' Vehicle

1. The use of KEYS' vehicles must be authorized by the Department Director or authorizing official.
2. When transportation is by a KEYS' vehicle, reimbursable expenses will be limited to actual costs incurred for fuel, oil, and necessary vehicular maintenance and repairs supported by receipt or invoice. KEYS P-card is acceptable to purchase fuel while using a KEYS' vehicle for approved travel. Receipts are required to verify charges to KEYS' P-card and for reimbursement.
3. Parking tickets and moving vehicle citations, while using a KEYS' vehicle, are the responsibility of the traveler and must be reported along with proof of payment for the citation immediately to KEYS' Director of Management Services.



### C. Privately Owned Automobile

1. The traveler is entitled to a mileage allowance not to exceed IRS guidelines (see [www.IRS.gov](http://www.IRS.gov)) -for current Mileage Rate)
2. The individual operating the privately owned vehicle must possess a valid driver's license and the vehicle must be insured with the minimum required insurance for the state of Florida.
3. The mileage reimbursed shall be reasonable and comparable to other methods of travel. The Official Highway Mileage rate can be found at [www.irs.gov](http://www.irs.gov) (search for standard mileage rate) which is used to measure the reasonableness of the mileage request. Mileage may also be obtained from the Mapquest website at [www.mapquest.com](http://www.mapquest.com) or another similar source. A printout substantiating the mileage claim should be attached to the Travel Expense Request form.
4. The mileage allowable will be the round trip from the traveler's departure location to the destination point.
5. If there are multiple travelers going to the same destination, carpooling should be encouraged. Travelers are also encouraged to take company vehicle if no personal travel included.
6. KEYS vehicle is encouraged for multiple travelers riding in the same vehicle, if cost effective.
7. Parking tickets and moving vehicle citations are the responsibility of the traveler.

### D. Rental Vehicle

1. A vehicle may be rented when deemed appropriate by the Department Director or authorizing official. The use of rental vehicles should be limited to those instances where KEYS privately-owned vehicles or reasonable public transportation is unavailable.
2. Travelers utilizing rental cars will be reimbursed for fuel if receipts are provided. KEYS' P-card is acceptable to purchase fuel while using a rental car for approved travel. Receipts are required to verify charges to KEYS' P-card and for reimbursement.
3. Collision-damage waivers shall not be purchased when obtaining a rental vehicle. Questions regarding the KEYS' insurance requirements should be directed to the Safety/Risk Officer.
4. Traveler should always use KEYS State Contract Provider.
5. KEYS' will not pre-pay rental car expenses. Employees must understand, in advance, that they will need to use their personal credit card to rent a car if they are not an authorized P-card holder. KEYS' P-card is acceptable for rental cars for approved travel. Receipts are required to verify charges to KEYS' P-card and for reimbursement.
6. Some rental car companies include a SunPass adder and a Toll Surcharge for actual tolls paid. For example, the rental car is equipped with "E-toll" service. KEYS will reimburse the traveler for these charges during a business trip.
7. KEYS will NOT pay for GPS service.

8. Use **Intermediate** or **Standard** size vehicles. Full Size Vehicles are allowed if same cost as Intermediate or Standard and comparison should be attached. Exceptions will be considered based on the number of travelers in the group and the amount of luggage.
  9. Free upgrades offered by the rental car companies will be allowed.
- E. Cabs and Shuttles
1. KEYS' will pay cab/shuttle fares and the actual tip paid to the driver. The tip shall not exceed 20% of the fare. Receipts are required for fares, including tips. The most economical method is preferred.

## **2.4 Per Diem Allowances - Meals and Incidental Expenses**

- A. Travelers will receive "daily" per diem allowances for meals and incidental expenses, up to the amount, set forth in Government Services Administration. [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). KEYS "daily" per diem allowance is based on the following:
- Departure from Key West before 2pm = 100% per Diem allowance for meals and incidental expenses - set forth in GSA.
  - Departure from Key West after 2pm = 50% per Diem allowance for meals and incidental expenses - set forth in GSA.
  - Arrival to Key West before noon = 50% per Diem allowance for meals and incidental expenses - set forth in GSA.
  - Arrival to Key West after noon = 100% per Diem allowance for meals and incidental expenses - set forth in GSA.

In addition to meals, all incidental expenses including tips to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses and others on vessels are covered as part of the daily per diem allowance given for meal and incidental expenses. No additional allowances will be provided for tips.

If the travel is to a location that is within the county of the "key" city, the traveler will qualify for the per diem rate of that city. If the location of travel is not listed on the web site, the federal standard rate for per diem meals and incidentals will apply.

- B. KEYS' traveler can request pre-payment of the "daily" per diem allowance for meals and incidental expenses by completion of a purchase order. Ample time must be allowed to process the purchase order. In the event the traveler returns earlier than expected and pre-payment was given, the traveler must reimburse KEYS' with an immediate payment by cash and/or check.

- C. Meals served to individuals attending a function as part of the program presented at the conference will be paid at actual cost provided the meal is an integral part of the convention/conference. Documentation substantiating the cost must be provided.
- D. KEYS' allows one hour prior to the actual departure time indicated on the airline itinerary to calculate payment of the "daily" per diem allowance.
- E. Meal per diem is allowed for travel within KEYS Service Territory and/or Monroe County when a meal is not provided as part of the meeting/event. Reimbursement for meals shall be limited to the actual reasonable cost incurred, as substantiated by a receipt to include gratuity not to exceed 20%.

## **2.5 Lodging**

- A. Lodging should be prepaid whenever possible utilizing Purchase Order or P Card. Lodging in the State of Florida is tax-exempt. The tax-exempt form issued to KEYS' must be submitted with payment for lodging.
- B. The lodging expense is limited to single occupancy or occupancy shared with another KEYS' traveler.
- C. Lodging costs in excess of the single room rate will not be reimbursed except when the additional occupant is an authorized KEYS' traveler.
- D. A single room in a business class hotel/motel is the KEYS' standard. Additional costs for suite or luxury accommodations will not be reimbursed except in those situations where the lodging is occupied by more than one traveler resulting in a lower overall expense to the KEYS'. If two or more employees traveling on official KEYS' business choose to share a room, the lodging costs should be listed on one Travel Expense Request form and a clear explanation should be written on the receipt. Additionally, the person whose Travel Expense Request form does not reflect lodging expenses should include a note cross-referencing the expense on the other traveler's form.
- E. If a hotel/motel is designated by the conference, the actual rates will be paid, not to exceed the single occupancy rate; if a document is attached from the conference indicated that this was the designated hotel/motel. In the event that there are no rooms available at the hotel/motel designated by the conference another hotel/motel may be used providing the room is of a comparable rate.
- F. If a hotel is booked via the Internet, the confirmation notice that states the amount shall be submitted to verify the cost. The only authorized hotel reservation using the internet must be direct with the hotel (Orbitz, Travelocity, Expedia, etc. is prohibited).
- G. Requests for reimbursement for lodging must be accompanied by an itemized paid receipt from the hotel, motel, etc.

- H. Travelers will not be reimbursed for any lodging included in a convention/conference registration fee paid by the KEYS'.
- I. Travelers will not be reimbursed for lodging paid for by another person or organization.
- J. At check-in, upon request, the traveler should provide a personal credit card to cover any personal and/or incidental expenses incurred. The KEYS' P-Card cannot be used.

## **2.6 Miscellaneous Expenses**

- A. Communication Charges
  - 1. Communication expenses, including charges for telephone, facsimile transfer, internet access, and cable messages and service between KEYS' and the travel destination are reimbursable when necessary to conduct official KEYS' business.
  - 2. Personal phone calls are not reimbursable.
  - 3. A note indicating the date, place, purpose, and person called should be attached to the Travel Expense Request form for calls which reimbursement is requested.
- B. Bridge, road, and tunnel tolls will be reimbursed when receipts are provided. A printout from SunPass or equivalent is an acceptable document as a receipt.
- C. Parking charges will be reimbursed for official KEYS business. Valet Parking is reimbursable if it is the only parking available. Receipts for all parking charges must be provided. Tips are not to exceed 20%. KEYS will not pre-pay for parking. Receipts are required to verify charges for reimbursement.
- D. Laundry service will only be allowed if travel extends beyond five (5) working days. Receipts must be provided to receive reimbursement.
- E. In-room entertainment and in-room mini bars, etc. are not reimbursable expenses.
- F. Other miscellaneous travel expenses not listed may be reimbursed if approved by the General Manager & CEO.

## **2.7 Reimbursement for Nonrefundable Travel Expenses related to Changes to Travel Plans or Canceled Travel**

- A. Reimbursement for prepaid travel expenses may be allowed when the travel is canceled for legitimate reasons. Only the portion of the prepaid expenses that is nonrefundable is reimbursable.

- B. The originating department shall be responsible for requesting a refund (full or partial) of expenses paid in advance by KEYS' when the traveler does not attend the function.
- C. The traveler shall be personally responsible for reimbursement of any expenses paid by KEYS' when the traveler does not attend the function due to their own negligence. The traveler must reimburse KEYS' with an immediate payment by cash or check.
- D. KEYS will pay travel cancellation fees due to special circumstances with prior approval of the General Manager & CEO and receipt of explanation from the Department Director. Examples of special circumstances include family death, personal illness, weather, or work schedules.
- E. KEYS will NOT pay any cancellation fees related to changes in personal travel plans.

## **2.8 Combining Business and Personal Travel**

- A. A traveler may be reimbursed for uninterrupted business travel by the most direct route. When a traveler interrupts or deviates from the direct route for personal reasons, a reimbursement may not exceed the cost of the most direct route, any extra cost will be borne by the traveler and reimbursement for expenses shall be based only on the charges as would have been incurred by a usually traveled route.
- B. If the traveler extends the duration of the trip for nonbusiness reasons and the alternate rate is lower than the direct rate for the comparable period, the reimbursement shall be for the lower rate.
- C. It is possible that the traveler may combine personal travel with a business trip that would reduce the overall cost to KEYS. This is acceptable provided the KEYS' cost is not more than the business portion alone. In the event the traveler leaves the business destination, KEYS will not pay any expenses at the personal destination. The traveler is responsible for all non-business expenses and the KEYS P-Card cannot be used for any personal expenses.
- D. When airfare is involved, the traveler is responsible for documentation to prove that any personal travel did not result in additional costs to KEYS. The traveler must obtain comparable price quotes at the same time that the travel reservation is made to document the difference in cost. Failure to provide this documentation may delay or result in the denial of the reimbursement request.
- E. When a rental vehicle is involved, the traveler must demonstrate that the rental vehicle is required for business purposes or is an economical choice to meet business needs. If the personal use of the rental vehicle incurs costs greater than that required for business purposes, the additional costs, plus all applicable sales taxes, will be the responsibility of the traveler and will not be reimbursed

- by KEYS. To determine the appropriate cost sharing, the traveler should submit price quotes for the cost of the vehicle rental for the business portion only. Any rental costs in excess of the quote for business days will be paid by the traveler. If no price quotes are provided for the business portion alone, then the cost will be prorated by day, with only the cost per business day eligible for reimbursement.
- F. It is sometimes possible to save airfare by scheduling an additional night's stay to one's travel itinerary. When compared to a normal schedule for the business purpose of the trip, if the documented savings in airfare offsets the increased cost of the trip to be incurred by KEYS, then the extended stay is acceptable. If the trip extends beyond the requirements for the business purpose and airfare savings do not compensate for the extension, then the additional expense of the extended trip is not allowable for reimbursement. The traveler may still select to include the personal aspect the trip, but must assume the additional expense as personal.
  - G. As part of the approval process for the business trip, the traveler will be required to pay for all airfare and transportation related expenses as well as any estimated personal expenses PRIOR TO leaving on the trip. Any money "Due to KEYS" or "Due to the Traveler" will be handled after completion of the trip. KEYS will pay lodging for days associated with travel/training.
  - H. The use of the P-Card is NOT allowed for combined business and personal travel.

## **Section 3 – Travel Expense Reimbursement/Advances**

### **3.1 Travel Forms/Documentation Requirements**

- A. The ultimate purpose of the Travel Expense Request form is to document the purpose, dates, and times of travel conducted by the traveler. Therefore, all expenses associated with travel should be captured on the form and all quotes and comparisons should be attached.
- B. Travel Expense Request forms prior to travel:
  - 1. In all cases where travel expenses are expected to be incurred, the Travel Expense Request form indicating the estimated cost of travel must be submitted to Department Director and approved by the General Manager & CEO prior to travel.
- C. Travel Advances:
  - 1. Requests for advances must be received by the Finance Department and must be accompanied by the appropriate documentation.
  - 2. Advance payment checks issued for lodging, registration fees, etc. are prepaid directly to the organization charging the fee. To ensure that appropriate documentation accompanies the payment, checks will be

forwarded to the Department Staff Assistant in order to be disbursed to the organization.

3. Travel advances and reimbursements "**must**" be settled within 10 business days of completing travel.
  4. If upon completion of travel, the traveler owes KEYS' funds, those funds either by cash and/or check must be submitted with the completed Travel Expense Request form within 10 business days of completing travel.
- D. Travel Expense Request forms upon returning from travel:
1. The Travel Expense Request form must be completed and submitted to the Department Director within 10 business days of returning from a trip. All receipts, including airline itinerary and appropriate documentation shall be attached to the form. If the purpose of the travel is for a meeting, seminar, or other event for which no registration fee is required, provide a copy of the notice and/or agenda.
  2. Incomplete forms or those lacking appropriate receipts and documentation will be returned to the originating department.
  3. Travel Expense Request forms must be signed and dated by the traveler and approved by the Department Director and General Manager & CEO, keeping in mind that they are certifying that the expenses were incurred on KEYS' business and are a legal obligation of KEYS'.

# Letter of Agreement

The purpose of KEYS'-sponsored and KEYS'-paid training is to enhance proficiency, knowledge, skill and safety, and to provide for promotional opportunities. Further, enhancement of individual work skills at KEYS' expense is meant to provide for efficient and effective work processes.

In consideration of advanced-level training, KEYS' asks that designated employees acknowledge, by their signature below, their agreement to a performance/reimbursement guarantee covering a period of 12 months commencing on the first day following completion of the training.

Should the employee act to change employer or career before the end of the 12-month period, employee agrees to reimburse KEYS' a pro-rated amount of 1/12 of the full expense of the advanced training for each month or portion of a month remaining until the completion of the 12-month period. The reimbursement amount is payable immediately upon separation from employment. No reimbursement will be required should the employee terminate employment with KEYS' due to illness or retirement.

KEYS', for its part, agrees to pay all usual costs (tuition, travel, meals, lodging, and wages) associated with the specialized training that is being undertaken to achieve any or all of the above stated training purposes.

Any oral modifications to this agreement will be considered non-binding and specific rights or obligations arising from this agreement may not be waived unless in writing and with the approval of the Department Director.

Those signing this Agreement understand the following: The employee has the right to terminate employment with KEYS' at any time, and KEYS' has the same right to terminate the employee's employment. Nothing in this Agreement constitutes a guarantee of employment during the successive period of 12 months following training or thereafter.

By my signature below, I, \_\_\_\_\_, agree to the conditions set forth in this Agreement.

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**ESTIMATED VALUE OF TRAINING/COURSE SUBJECT TO REIMBURSEMENT BY  
EMPLOYEE UNDER CONDITIONS DESCRIBED ABOVE**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Manager & CEO Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Services Director

\_\_\_\_\_  
Date





## Agenda Item Summary Sheet

Meeting Date: **November 18, 2015**

Proposer: **Lynne E. Tejada, General Manager & CEO**

Department: **Manager's**

Agenda Item #: **8b**

**AGENDA ITEM WORDING:** Approve Changes to Keys Energy Services Travel Policy

**REQUESTED ACTION:** Approve Changes to Keys Energy Services (KEYS) Travel Policy effective November 18, 2015

**DISCUSSION:** KEYS staff regularly reviews policies and presents suggested changes to the Utility Board. The Board last approved changes to the Travel Policy on November 20, 2013. During a recent review, staff identified several practical revisions that are necessary:

- Section 1.4 – Authorizations – added “A traveler who becomes sick or injured while away from his/her assigned work location and is therefore unable to perform KEYS’ official business may continue to receive subsistence as described herein during this period of illness or injury until he or she is able to perform KEYS’ official business or returns to his/her assigned work location, whichever is earlier. Such subsistence may be paid when approved by the CEO”
- Section 1.8 – Revisions or Amendments to Travel Policy - added “KEYS Travel Policy may be revised or amended by the General Manager & CEO without approval of the Utility Board whenever necessary to conform to applicable laws.” and
- “The General Manager & CEO may designate the most economical method of travel for each trip considering: (1) the nature of business; (2) the most efficient and economical means of travel (considering the time of the traveler, cost of transportation, and per diem or subsistence required); (3) the number of employees making the trip and the amount of equipment to material to be transported.”
- Section 2.4 – PerDiem Allowances/Meals and Incidental Expenses – added “Meal per diem is allowed for travel within KEYS Service Territory and/or Monroe County when a meal is not provided as part of the meeting/event. Reimbursement for meals shall be limited to the actual reasonable cost incurred, as substantiated by a receipt.”
- Section 2.8 Combining Business and Personal Travel – added “Any extra cost will be borne by the traveler and reimbursement for expenses shall be based only on the charges as would have been incurred by a usually traveled route.”



# Agenda Item Summary Sheet

Meeting Date: **November 18, 2015**

Proposer: **Lynne E. Tejada, General Manager & CEO**

Department: **Manager's**

Agenda Item #: **8b**

- Section 3 – Travel Expense Reimbursement/Advances – added “Applicant Travel Reimbursement – “In rare instances and only after recommendation by Human Resources and approval by the General Manager, applicants who have been requested to travel from outside Monroe County to KEYS for interviews or other pre-employment processing are eligible to be reimbursed for their travel expenses in accordance with this Travel Policy. Travel Requests will originate with the Department Staff Assistant for the Department/Section the applicant is applying for. Travel will be reimbursed in accordance with KEYS Travel Policy.”
- General Housekeeping – various clarifications resulting from staff review.

The attachments to this AIS include a copy of the Proposed Revised Travel Policy in legislative format as well as a “Clean Copy”.

## **FINANCIAL IMPACT:**

Total Cost: \$0	Budgeted: N/A
	Source of Funds: N/A

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

### **TERMS AND CONDITIONS REQUIRED UNDER DISASTER FUNDING PROJECTS ELIGIBLE FOR REIMBURSEMENT BY FEMA AND THE STATE OF FLORIDA**

In as much as KEYS costs incurred under this RFP may be eligible for Public Assistance Funding by FEMA and/or the State of Florida, additional terms and conditions are required, as follows [please note that, in an abundance of caution, KEYS has included all Disaster Funding requirements by both FEMA and State of Florida. This section may duplicate some of the requirements included in KEYS standard terms and conditions].

- 1) Remedies
  - a) If any work performed by contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, KEYS may in its sole discretion:
    - i) elect to have contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;
    - ii) hire another contractor to perform the work and deduct any additional costs incurred by KEYS as a result of substituting contractors from any amounts due to Contractor; or
    - iii) Pursue and obtain any and all other available legal or equitable remedies.
  - b) This Section shall in no way be interpreted to limit KEYS's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.
- 2) Termination—all contract in excess of \$10,000 must address termination for cause and for convenience by KEYS, including the manner by which it will be effected and the basis for settlement.
- 3) Changes—the contract will include a provision that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract.
- 4) Equal Employment Opportunity—required for “federally assisted construction contracts” as defined at 41 C.F.R. § 60-1.4.

During the performance of this contract, contractor agrees as follows:

- a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. 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.
- b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with contractor's legal duty to furnish information.

- d) 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 contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) 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.
- f) 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.
- g) In the event of 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 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 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.
- h) Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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 subcontractor or vendor. 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 subcontractor or vendor as a result of such direction by the administering agency, contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5) Davis-Bacon Act and Copeland Anti-Kickback Act (not required by FEMA PA Program; required for HUD CDBG DR)

- a) Contractor. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148), as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and the Copeland Anti-Kickback Act (18 U.S.C. § 874, 40 U.S.C. § 3145), as supplemented by the regulations at 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this contract.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

- b) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c) Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6) Contract Work Hours and Safety Standards Act—required for all contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

Compliance with the Contract Work Hours and Safety Standards Act.

- a) 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.

- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section 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 (a) of this section, in the sum of \$27 for each calendar day on which such

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

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 (a) of this section.

- c) Withholding for unpaid wages and liquidated damages. KEYS 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 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) of this section.
- d) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) 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 (a) through (d) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

- a) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of 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.
  - b) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
- 7) Clean Air Act and Federal Water Pollution Control Act—required for all contracts in excess of \$150,000.
- a) Clean Air Act
    - i) 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.
    - ii) Contractor agrees to report each violation to KEYS and understands and agrees that KEYS will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
    - iii) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
  - b) Federal Water Pollution Control Act

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

- i) 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.
  - ii) Contractor agrees to report each violation to KEYS and understands and agrees that KEYS will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - iii) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 8) Suspension and Debarment
- a) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such contractor is required to verify that none of 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).
  - b) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c) This certification is a material representation of fact relied upon by KEYS. If it is later determined that 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 KEYS and the Florida Division of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, contractor (referred to herein as the "prospective lower tier participant") is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT  
CONSULTING SERVICES**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—  
LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
CONTRACTOR Company Name

\_\_\_\_\_  
RFP Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

9) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18 (and reproduced below). 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 who in turn will forward the certification(s) to the federal awarding agency..

**KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT  
CONSULTING SERVICES**

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS  
(to be submitted with each bid or offer exceeding \$100,000)**

The undersigned certifies, to the best of his or her knowledge and belief, 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, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. C. 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
RFP or ITB No.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

### 10) Procurement of Recovered Materials

- a) In the performance of this contract, 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.
- b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### 11) Prohibition on Contracting for Covered Telecommunications Equipment or Services

- a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b) Prohibitions.
  - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

### c) Exceptions.

- 1) This clause does not prohibit contractors from providing—
  - i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2) By necessary implication and regulation, the prohibitions also do not apply to:
  - i) Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are not used as critical technology of any system.
  - ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

### d) Reporting requirement.

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

## 12) Domestic Preferences for Procurements

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

- a) As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- 1) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### 13) Access to Records

The following access to records requirements apply to this contract:

- a) Contractor agrees to provide KEYS, the Florida Division of Emergency Management, 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 contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) 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.
- d) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, KEYS and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### 14) DHS Seal, Logos, and Flags

- a) Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval. The Contractor shall include this provision in any subcontracts.

### 15) Compliance with federal Law, Regulations, and Executive Orders

- a) This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### 16) No Obligation by the Federal Government

- a) The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to KEYS, Contractor, or any other party pertaining to any matter resulting from the Contract.

### 17) Program Fraud and False or Fraudulent Statements or Related Acts

- a) Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to contractor's actions pertaining to this Contract.

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

### 18) Affirmative Socioeconomic Steps

If contractor intends to subcontract any portion of the work covered by this Contract, contractor must take all necessary affirmative steps identified in 2 C.F.R. § 200.321 (b)(1)-(5) to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are solicited and used when possible.

Affirmative steps must include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### 19) Copyright and Data Rights

- a) License and Delivery of Works Subject to Copyright and Data Rights
  - i) Contractor grants to KEYS, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to KEYS or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to KEYS data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by KEYS.

### 20) If this proposal is based upon Time and Materials:

- a) Contractor will complete daily timesheets – ON A DAILY BASIS - in an excel document provided by KEYS to include, but is not limited to:
  - i) Name
  - ii) Position
  - iii) Rate of pay for regular hours
  - iv) Rate of pay for overtime hours
  - v) # of regular hours worked
  - vi) # of overtime hours worked
  - vii) Detail description of work performed
  - viii) GPS coordinates of work performed
  - ix) Equipment used
  - x) Hourly rate for equipment

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

- b) Contractor will only charge for hours worked from the beginning of the work day to the end of the work day, including travel time between food tent or hotel and to/from job site
- c) Contractor agrees that if KEYS provides meals and/or hotel accommodations, Contractor shall not invoice KEYS for same
- d) Contractor agrees that hotel accommodations will be based on double occupancy as long as two beds are available for hotel accommodations provided by KEYS and for hotel expenses contractor invoices KEYS for.
- e) As equipment charges include a fuel charge component, all fuel provided by KEYS will be reimbursed at KEYS cost plus 15% administrative charge. KEYS will provide a schedule of such charges and will deduct charges from contractor submitted invoices.
- f.) All contractor invoices must be submitted within 60 days of work performed.



# KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

## **KEYS ENERGY SERVICES** **GENERAL TERMS & CONDITIONS**

### **ADDITIONS/DELETIONS**

KEYS reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the best interest of KEYS.

### **ALTERATIONS IN PROPOSAL**

Except as otherwise provided herein, Proposals which are conditional in any way, or which contain erasures or interlineations not authenticated as provided herein, or which contain items not called for, items not in conformity with applicable laws, changes, additions, recapitulations, alternative Proposals, or any other modifications of the Proposal forms which are not specifically called for in the Contract Documents, will be rejected as not responsive unless specifically agreed to in writing by KEYS. Erasures, interlineations or other corrections shall be authenticated by affixing in the margin immediately opposite the correction, the handwritten initials of each person executing the Proposal.

### **APPLICABLE LAW**

This Contract shall be interpreted in accordance with the law of the State of Florida.

### **ASSIGNMENT**

No contract awarded under these terms, conditions, and specifications, may be sold, transferred or assigned in full or part without the written permission of KEYS. Such written permission shall not relieve contractor from its obligations and liabilities.

### **ATTORNEY FEES**

The prevailing party in any litigation or mediation relating to the contract shall be entitled to recover its reasonable attorney fees and costs from the other party for all matters, including, but not limited to, appeals.

### **BASIS OF AWARD**

- A. The award will be made by KEYS on the basis of the Proposal from the lowest responsive\* responsible\*\*, Bidder which, in KEYS' sole and absolute judgment, will best serve the interest of KEYS.
- B. KEYS reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposal.  
\*Responsive Bidder: Any person, firm, or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free of excisions or special conditions and has no alternative bids for any item unless requested in the technical specifications.  
\*\*Responsible Bidder: Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate manpower and equipment to do the work properly and within the time limit that is established, has adequate financial status to meet his obligations contingent to the work and has a history of performance of like contracts (acceptable to KEYS).
- C. Evaluation: The lowest evaluated price shall be determined from an analysis which assesses the impact of the contract price, operational and maintenance costs.

### **BID PROPOSAL PRICING**

All bid proposals must remain firm for 120 days minimum.

### **BIDDER QUALIFICATIONS**

Please provide the following information in your bid response: a brief description of company and verifiable references for projects of a similar nature performed over the last three years.

### **COMPLETENESS OF PROPOSAL**

- A. Each Bidder shall respond to all items on Proposal Page. When quoting on all items including optional items, bidders shall insert the words "No Bid" in the space provided for any item for which no offer is made. Failure to do so may result in the Proposal being rejected as not responsive.
- B. KEYS will consider alternative, additive, or deductive options with no initial pricing.
- C. Each Proposal shall include specific acknowledgment of receipt of all Addenda issued during the bidding period. Failure to do so may result in the Proposal being rejected as not responsive.
- D. Each Bidder shall furnish information relating to its experience, facilities, material, equipment and business as is required by the Proposal form. Failure to do so may result in the Proposal being rejected as not responsive.
- E. Additional technical data furnished by a Bidder, but not required by the Request for Proposal (RFP), may at KEYS' option be considered part of the Proposal to the extent that it is supplementary to, is consistent with and not contrary to the RFP.

### **CONTACT REFERENCES**

KEYS contact for bidding requirements and technical specifications: Tyler Randolph, Supervisor of Purchasing, [Tyler.Randolph@keysenergy.com](mailto:Tyler.Randolph@keysenergy.com) or [purchasing@keysenergy.com](mailto:purchasing@keysenergy.com).

### **CONTRACT DURATION**

The duration of the base contract shall be for three (3) years from the date of execution by the Utility Board. The contract can be extended for two (2) additional one (1) year terms. KEYS reserve the right to cancel this contract without cause with 30 days written notice and with cause within 10 days.

### **CONTRACT CHANGES**

# KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

No changes, over the contract period, shall be permitted unless prior written approval is given by the Utility Board of the City of Key West, Florida. No Contractor shall assign the contract or any rights or obligations there under without the written consent of KEYS. In the event of such approved subcontracting, contractor agrees to provide KEYS with written documentation relative to the Subcontractor(s) employed in this contract.

## **CONTRACT COMPLIANCE**

All contracts are subject to the terms and conditions of the Fair and Accurate Credit Transactions Act of 2003. The said provisions and compliance therewith are expressly made part of the contract and are binding covenants on the party contracting with KEYS.

## **CONTRACTOR LIABILITY**

In the event of default by contractor, KEYS reserves the right to utilize the next lowest Bidder as the new Contractor. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its proposal or bid for this specification.

## **CONTRACTOR'S RESPONSIBILITIES**

- A. Contractor shall be responsible for all loss, damage, vandalism, theft, etc. for all equipment, tools, materials, etc. left on the job site.
- B. Contractor shall be responsible for maintaining the site in a clean condition during installation. Contractor and KEYS at which time the site should be cleaned up will make a final walk down of the sites.
- C. Prior to completion of demobilization, Contractor shall remove all construction materials, waste, demolition debris, excess materials, temporary installation, etc. that have not been specifically turned over and accepted by KEYS.
- D. Contractor shall be responsible for any and all costs for cleanup of oil or gasoline spills which result from his equipment or from any work performed as part of this contract.
- E. Permit violations or environmental damage caused by contractor shall be mitigated or repaired by contractor, at contractor's expense, to the satisfaction of the governing authority citing such damage.
- F. Items discussed in this section are not intended to be all-inclusive of Federal, State, and Local Laws and Regulations. Information is provided as anticipated minimum requirements. Contractor shall be familiar and comply with all requirements of applicable laws and regulations.
- G. Contractor will assume total responsibility for materials, delivery to/from job site, installation, and testing of system.

## **ENTIRE AGREEMENT**

The terms, specifications and/or drawings included in a duly executed contract will constitute the entire agreement between the parties. No modification or waiver of terms of this agreement shall be binding, unless in writing, signed by a duly authorized representative of KEYS.

## **ERROR IN BID CALCULATION**

In the event there is a mathematical error in the bid, KEYS will recalculate using the line items and correct the total.

## **EXECUTION OF PROPOSAL**

If a Proposal is made by a partnership, it shall contain the name and address of each partner and shall be executed in the partnership name, followed by the handwritten signature of a partner authorized to execute the Proposal for the partnership. If a Proposal is made by a corporation, it shall be executed in the name of the corporation, followed by the handwritten signature of an officer authorized to execute the Proposal for the corporation, and the printed or typewritten designation of the office he holds in corporation. Another partner of the partnership or official of the corporation shall attest to the authority of the person executing the Proposal. KEYS may require any Bidder to furnish certified copies of extracts of the minutes of meetings of the governing body of the Bidder authorizing execution of the Proposal and Contract Documents.

## **FORCE MAJEURE**

KEYS shall not be liable in any way to contractor as a result of an event, circumstance or act of a third party that is beyond a party's reasonable control (e.g. an act of God, and act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war and riots).

## **LITIGATION SEARCH**

KEYS reserve the right to conduct a litigation search on contractor's history of past litigation.

## **LIQUIDATED DAMAGES**

In the event the Scope of Work is not substantially complete on or before the mutual agreed completion date of task order, liquidated damages shall be payable by Contractor to KEYS in the amount of \$100.00 per day for each day the Scope of Work is not substantially complete.

The parties recognize that the damages to be incurred by KEYS as a result of delay in completion of the Scope of Work are difficult to estimate at this time and would be difficult for KEYS to prove. The parties intend that the payment of Liquidated Damages set forth above would serve to compensate KEYS for its damages resulting from such delay in completion, and constitutes a reasonable, good faith approximation of such damages. The liquidated damages set forth herein are not intended to, nor shall be construed to, function as a penalty, and shall not preclude other remedies available to KEYS at law or in equity.

## **MODIFICATION OF PROPOSAL**

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

A modification of a proposal already received will be considered only if the modification is received prior to the time last announced for opening Proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal, fax or E-mail. Phone modifications will not be considered.

### **OPENING PROPOSALS**

At the time and place last announced for opening Proposals, each Proposal which has been received prior to the time last announced for opening Proposals, except those which have been properly withdrawn, will be publicly opened, irrespective of any irregularities or informalities in such Proposals.

### **KEYS INSPECTIONS/MEETINGS**

KEYS will make inspections and/or meetings as deemed necessary to ensure that all work is being performed in compliance with these specifications and guarantees.

### **PAYMENT**

Payment will be made after acceptance of services and materials and within 30 days after receipt of invoice. Contractor will complete and submit the provided Contractor's Request for Payment form, prior to any payment of draw request. Contractor's request for payment shall be accompanied by a breakdown of material and labor associated with that particular request. KEYS does not pay service charges on late payments.

### **PENALTIES**

KEYS reserves the right to increase or decrease quantities shown without penalties.

### **PERSONNEL**

- A. The project supervisor must be capable of communicating fluently in English at all times.
- B. On a project, the foreman must be capable of communicating fluently in English.
- C. All employees of company must be United States Citizens or legally authorized to reside and work in the United States.
- D. KEYS may request at any time throughout the contract the following within eight (8) hours:
  - Proof of citizenship for all employees
  - Proof of employee's salary is at or above state and federal minimum requirements
  - Proof of eligibility to legally work in the United States

### **POSTPONEMENT OF OPENING**

KEYS reserves the right to postpone the date and time last announced for opening Proposals and such postponement may be made at any time prior to the time last announced for opening Proposals. KEYS will give written notice in the form of an Addendum by email to each party to whom Contract Documents have been issued in addition to posting the Addendum on DemandStar, Vendorlink, and Keysenergy.com websites, stating the change in date and time of any such postponement.

### **PRICES**

- A. All prices bid shall be firm unless the conditions of the RFP permit price escalation. If an escalation method or indices are specified, the Bidder shall indicate in its bid the specific items subject to escalation, and shall give the method and indices to be used in computing the amount thereof.
- B. The vendor shall provide the proposal price in U.S. dollars only.

### **PROTESTS**

Any bidder who believes he has been aggrieved in connection with the staff recommendation or award of a contract may protest in writing to the KEYS Purchasing Department. The deadline for filing a protest is prior to the commencement of the Utility Board meeting wherein the award is to be considered. It is the responsibility of the bidder to ascertain the bid award information from DemandStar or VendorLink. Protests shall specifically describe the subject matter and facts giving rise to the protest.

### **PUBLIC RECORDS ACT**

Pursuant to F.S. 119.0701 of the Public Records Act, any request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. Contractors is required to comply with public records laws and upon request by the public records custodian, shall provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost not to exceed the cost provided in Ch. 119, F.S. or as otherwise provided by law. A contractor who fails to provide the records to the agency within a reasonable time may be subject to penalties as provided in F.S. 119.10

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:  
KEYS ENERGY SERVICES  
P.O. BOX 6100**

# KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

**Key West, FL 33041-6100**  
**(305) 295-1067**  
**Gricel Owen**  
**Email: gricel.owen@keysenergy.com**

## **PUBLIC ENTITY CRIME CLAUSE**

Any person submitting a bid or proposal in response to this invitation must execute the enclosed form **FOR 094, SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**, including proper check(s), in the space(s) provided, and enclose it with his bid proposal. If you are submitting as bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copies of the form are executed by them and are included with your bid or proposal. Corrections to the form will not be allowed after the bid or proposal opening time and date. Failure to complete this form may result in immediate disqualification of your bid or proposal.

## **QUALITY ASSURANCE PROVISIONS**

A system of test and inspection shall be used to insure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately.

## **RELEASE OF LIENS**

Contractor is to furnish a release of liens for sub-contractual materials and labor prior to each payment. In addition, contractor is to furnish the standard form of "Statement Concerning Claims."

## **REJECTION**

The Utility Board reserves the right to reject any or all proposals, to waive irregularities and informalities in any or all proposals, and to separately accept or reject any item, items, bid schedule or bid schedules of the proposal which the Utility Board deems to be in the best interest of the Utility Board.

## **SCOPE OF WORK**

While KEYS has tried to anticipate all Work required under and during the term of this contract, the parties understand and agree that the Work required herein may require without notice to contractor, the performance of Extra Work or the omission of Work previously required. KEYS may at any time and without notice to contractor, require changes in the scope of Work under this contract as KEYS may find necessary or desirable. Such changes may include the omission of Work previously required.

- A. KEYS shall notify contractor of the change in scope work via Change Order, which shall become part of the Contract Documents. If a Change Order directs Contractor to omit Work, contractor shall refrain from performing it.
- B. Contractor shall perform Extra Work only pursuant to the issuance by KEYS of Change Order. Records of any Extra Work performed by contractor shall be reviewed daily by contractor and KEYS, duplicate copies of accepted records made and signed by both contractor or his representative and KEYS, and one (1) copy retained by each.

## **SECURITY/BACKGROUND CHECK**

KEYS may require successful bidders to supply a complete listing of all individuals that will perform work at the various sites. KEYS may run DMV and mandatory felony and misdemeanor background checks due to security reasons. The successful bidder must expressly agree to the right for KEYS to run the aforementioned checks.

KEYS reserve the right to perform background checks during the entire duration of the contractual agreement. Contractor will advise KEYS immediately of any employee staff changes before they are permitted on-site. Non-compliance of security/background check portion of the bid specifications will result in rejection of the proposal or termination of awarded contractual agreement.

## **SEVERABILITY**

If any of these General Terms & Conditions is determined to be invalid, illegal or enforceable, the remaining provisions of these General Terms & Conditions remain in full force to the extent permitted by law.

## **SUBCONTRACTORS**

Each Bidder shall list on the Proposal form the name of each construction subcontractor who will furnish in excess of 10% of the Project. Failure to do so shall entitle KEYS, at its option, to reject the bid.

## **SUBMISSION OF PROPOSAL**

It is the sole responsibility of each Bidder to deliver its Proposal to KEYS at the place designated for receiving Proposals and prior to the time for opening Proposals last announced to Bidders. Any Proposal received after the time last announced for opening Proposals may be retained by KEYS or returned to the Bidder, but such Proposal shall be rejected as not responsive.

No proposal shall contain Personal Information, as defined in Section 501.171, Florida Statutes, unless specifically requested in the Specifications. In the event Personal Information is received, KEYS shall take appropriate precautions to prevent the release of such Personal

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

Information. Notwithstanding the foregoing, to the extent allowed by applicable law, KEYS shall have no liability for the release to any third party of Personal Information included within any proposal.

### **SUPPLIER DIVERSITY**

KEYS is committed to providing equal opportunities to Minority/Women Business Enterprises (M/WBEs) as well as all other Suppliers, Consultants, Contractors and Subcontractors who seek to do business with KEYS. KEYS attempts to ensure that qualified M/WBEs are made aware of, have an opportunity to bid on, and are considered on an equal basis with all other qualified bidders for the provision of supplies and services.

### **TAX**

The prices of materials set forth herein shall not include state sales tax or local option tax. KEYS is generally exempt from state sales tax, (sales tax number 85-8012621609C-2), and local option tax. However; any purchases of materials for construction of new electrical transmission and distribution facilities are subject to state sales tax and local option tax.

### **TERMINATION OF CONTRACT FOR CONVENIENCE AND CAUSE**

(a) Termination for Convenience. When deemed to be in the best interest of KEYS, any awards or contracts resulting from this specification may be terminated by KEYS, in whole or in part, without cause by the delivery of thirty (30)-days written notice. Upon receipt of the notice of termination Contractor shall, except as otherwise directed by KEYS: (1) stop work as specified in the notice; (2) place no further subcontracts or orders; (3) terminate all subcontracts to the extent they relate to the work terminated; (4) transfer title and deliver to KEYS all completed work and any completed or partially completed items which, if the contract had been completed, would be required to be transferred to KEYS; and (5) take reasonable actions as directed by KEYS to protect and preserve property in which KEYS has an interest. With regard to the portion of the award or contract so terminated, KEYS shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination, plus the reasonable costs of settlement of the work terminated including with limitation the performance of the above items, and expressly excluding the amount of any settlements made by Contractor with any subcontractors. Without waiver of any rights KEYS may have in law or at equity, KEYS and Contractor shall negotiate in good faith to reach a settlement with regard to damages incurred by KEYS as a result of the breach and any outstanding sums which may be owed to Contractor for work performed for which payment has not been received.

(b) Termination for Cause. In the event Contractor fails to perform any provision of the contract or award as specified herein, KEYS may terminate any award or contract resulting from this specification, in whole or in part, by the delivery of 10 days written notice of default. Upon receipt of the notice of termination Contractor shall, except as otherwise directed by KEYS: (1) stop work as specified in the notice; (2) place no further subcontracts or orders; (3) terminate all subcontracts to the extent they relate to the work terminated; (4) transfer title and deliver to KEYS all completed work and any completed or partially completed items which, if the contract had been completed, would be required to be transferred to KEYS; and (5) take reasonable actions as directed by KEYS to protect and preserve property in which KEYS has an interest. Without waiver of any rights KEYS may have in law or at equity, KEYS and Contractor shall negotiate in good faith to reach a settlement with regard to damages incurred by KEYS as a result of the breach and any outstanding sums which may be owed to Contractor for work performed for which payment has not been received.

### **WITHDRAWAL OF PROPOSAL**

Each Proposal shall constitute an offer to KEYS as outlined therein and shall be irrevocable after the time last announced for opening Proposals. Any Bidder may withdraw its Proposal by giving written notice to KEYS at the place such Proposals are to be received and at any time prior to the time last announced for opening Proposals. After the time last announced for opening Proposals and until execution of the Contract, no Bidder will be permitted to withdraw its Proposal for a period exceeding 120 days after the time last announced for opening Proposals.

# KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

## **INSURANCE SECTION**

### **INDEMNITY AND INSURANCE REQUIREMENTS**

By the signing of this contract and these indemnity and insurance requirements, the vendor agrees with the provisions shown below.

### **INDEMNITY**

Contractor shall indemnify, defend and hold harmless KEYS and their officers, partners, agents, employees and servants from and against any and all claims, judgments, liens, loss, damage, cost, charge or expense, including defense costs, court costs and attorneys' fees, whether direct or indirect, by reason of liability imposed by law or by bodily injuries, including death at any time resulting there from, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising out of or in consequence of the performance of the Contract, whether such injuries to or death of persons or damages to property are due or are claimed to be due to operations, errors, omissions, or negligent acts of KEYS or any of their officers, partners, agents, employees or servants, excepting only such injuries or damages as shall have been finally determined to have resulted solely from errors, omissions or negligent acts of KEYS or of their officers, partners, agents, employees or servants or independent contractor directly responsible to KEYS. For this indemnity, the Utility Board of the City of Key West, Florida will pay the sum of ten dollars (\$10.00). The bidder shall add this amount (\$10.00) to their base bid proposal, which will be included in payment to firm.

### **INSURANCE REQUIREMENTS**

The insurance provided by the Vendor pursuant to this Contract shall apply on a primary basis and any other insurance provided by KEYS shall be excess of and not contributory to the insurance provided by the Vendor.

During the term of this agreement, except as specifically provided herein, contractor shall provide and maintain, at his sole cost and expense, insurance in the following types and amounts to cover all work under this agreement, including that done by sub-contractors.

The Vendor shall not commence any work on the contract until he has provided KEYS with proof of coverage's required, in the form an original certified Certificate of Insurance properly signed by the authorized agent of the insurance company. The insurance company must be an eligible surplus lines company or a company authorized by the Florida State Department of Insurance to sell the specific insurance required or with respect to Workers' Compensation authorized as a group self-insurer by Florida Statue 440.57. The agent of the insurance company must be licensed to sell the insurance coverage's required under this contract. Without limiting any of the other obligations or liabilities of the Vendor, the following insurance coverage's with indicated limits of liability are mandatory under this contract. Those coverage's with no limits shown are not required.

### **VENDOR'S ENVIRONMENTAL IMPAIRMENT RESPONSIBILITY**

- A. The Vendor acknowledges that the performance of this contract is, or may be, subject to Federal, State, and Local laws and regulations enacted for the purpose of protecting, preserving, or restoring the environment. The Vendor shall, at his sole cost, will be responsible for full compliance with any such laws or regulations.
- B. The Vendor's performance under this contract shall include, but not be limited to:
  - 1. Performance in a manner to minimize disturbance of or damage to the environment.
  - 2. To the extent caused by the performance of this contract by or on behalf of the Vendor, the clean-up, repair or restoration of the environment to the extent required by any Federal, State, or Local laws or regulations.
- C. The Vendor shall be responsible for any fines, penalties, damage, or assessments made against the Vendor or KEYS resulting from the performance of this contract by or on behalf of the Vendor.
- D. The Vendor's obligation under paragraph B and C above shall survive the contract and shall not be limited in any manner by acceptances of final payments.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

This insurance shall cover those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form as published by the Insurance Services Office (ISO) as filed for use in Florida without the attachment of restrictive endorsements other than the elimination of medical payments and fire damage legal liability.

General Aggregate	\$ 2,000,000.00
Limit of Insurance per Project	
Products/Completed Operation	\$ 2,000,000.00
Coverage for 3 yrs. after contract completion	
Personal & Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00

### **BUSINESS AUTOMOBILE POLICY**

This insurance shall cover those sources of liability which would be covered by Part IV of the latest edition of the standard business auto policy form (ISO) as filed for use in Florida without attachments of restrictive endorsements. Coverage's shall include owned, non-owned, and hired autos.

The policy shall be endorsed to include coverage as required by Section 29 and 30 of the Motor Carrier Act of 1980 (MCS 90).

## KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

Each Occurrence Bodily Injury and Property Damage Liability Combined \$ 1,000,000.00

### **WORKERS COMPENSATION--EMPLOYER'S LIABILITY INSURANCE**

Shall provide benefits consistent that will respond to all benefits as prescribed by Florida Statutes. To include employers Liability Insurance shall be provided in accordance with statutes of the Florida Workers Compensation Act, Federal Employers Liability Act and any other applicable federal or state laws. Customarily provided under the standard Workers Compensation Policy shall provide the following limits:

Each Accident	\$ 1,000,000.00
Disease-Policy Limit	\$ 1,000,000.00
Disease-Each Employee	\$ 1,000,000.00

### **ADDITIONAL INSURED**

The Utility Board of the City of Key West, Florida shall be included as an additional insured for Comprehensive General Liability Form (ISO).

### **WAIVER OF SUBROGATION**

Contractor's Commercial General Liability and Workers Compensation insurance shall include a Waiver of Transfer of RIGHTS OF Recovery against others to KEYS (ISO Form). The Utility Board of the City of Key West, Florida must be named in the schedule for the specific project involved.

### **PROFESSIONAL LIABILITY**

This insurance shall be written on an occurrence type policy and shall protect the Contractor and the KEYS against any damages caused by an error, omission or any negligent acts. Limits of not less than \$2 million Combined Single Limit per Occurrence / \$4 million General Annual Aggregate shall be provided.

**KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES**

**INSURANCE AGENT'S STATEMENT**

I have reviewed the above requirements with the bidder named below. The following limits apply to the corresponding policy for the following company:

DATE: \_\_\_\_\_ FIRM NAME: \_\_\_\_\_

**POLICY (Type / Number)**

**LIMITS**

_____	_____
_____	_____
_____	_____
_____	_____

Acknowledgement of the additional insured and waiver of subrogation requirements: \_\_\_\_\_  
**Initials**

Liability policies are \_\_\_\_\_ Occurrence \_\_\_\_\_ Claims Made

\_\_\_\_\_  
**Name of Insurance Agency**

\_\_\_\_\_  
**Signature of Insurance Agent**

SUBMITTED BY: \_\_\_\_\_  
**Print Name & Title**

**NOTE:** EACH BIDDER SHALL PROVIDE A COPY OF COMPLETED CERTIFICATE OF INSURANCE COMPLYING WITH THE AFOREMENTIONED INSURANCE REQUIREMENTS OR SIGN AND DATE THE ABOVE INSURANCE AGENT'S STATEMENT AND AGREE TO PROVIDE A VALID CERTIFICATE OF INSURANCE UPON NOTIFICATION OF CONTRACT AWARD.



**KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT  
CONSULTING SERVICES**

**BIDDER'S STATEMENT**

In consideration of this contract, if awarded, the Vendor agrees without reservation to KEYS' Terms & Conditions, Indemnification Clause, and insurance clause herein. The signing of this statement confirms the Vendor's acceptance, which will become a part of the contract.

DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
Print Name & Title

SIGNATURE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**NOTICE: THIS SIGNATURE PERTAINS TO THE ACKNOWLEDGEMENT AND  
ACCEPTANCE OF THE ENTIRE TERMS & CONDITIONS. ANY EXCEPTIONS TO  
THIS AGREEMENT SHOULD BE NOTED SEPARATELY.**

**FAILURE TO COMPLETE ABOVE NOTED DOCUMENT WILL RESULT IN  
NON-COMPLIANCE WITH THESE SPECIFICATIONS.**

**KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT  
CONSULTING SERVICES**

**KEYS ENERGY SERVICES**  
**SAFETY COMPLIANCE AFFIDAVIT**

Keys Energy Services [KEYS] requires all Contractors to follow the American Public Power Association (APPA) Safety Manual while working for KEYS on all projects.

It is solely contractor's Responsibility to:

1. Obtain the latest edition of the APPA Safety Manual at their expense from the American Public Power Association (<http://www.publicpower.org/Topics/Landing.cfm?ItemNumber=38512>)
2. Comply to the required safety protocols described in the APPA Safety Manual – for contractor's employees and sub-contractors;
3. Appoint a qualified employee who is authorized to monitor, supervise and ensure compliance to APPA Safety Manual's protocols on the job site and
4. Do whatever is necessary for safety compliance and be solely and completely responsible for conditions of the job site, including safety of all persons and property during the project's duration.

It is not the responsibility of KEYS to review or police contractor's implementation of the APPA Safety Manual's protocols.

As the person authorized to sign this affidavit, I certify that this firm understands and will fully comply with the above requirements.

Company Name: \_\_\_\_\_

Representative's Printed Name: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT  
CONSULTING SERVICES**

**DRUG-FREE WORKPLACE STATEMENT**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statutes Section 287.087 hereby certifies that

\_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Print Name \_\_\_\_\_

Vendor's Signature \_\_\_\_\_

Date: \_\_\_\_\_

**KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT  
CONSULTING SERVICES**

**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 \_\_\_\_\_  
(print name of public entity)

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 sworn statement: \_\_\_\_\_

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

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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 nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
a. A predecessor or successor of a person convicted of a public entity crime; or  
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and 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 or income among persons when not for fair market value 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:

**KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT  
CONSULTING SERVICES**

- a. any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
  - b. 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. (Please indicate which statement applies):

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor 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 the 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, nor any affiliate of the entity has been charged with and convicted of public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, 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 a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer, determined that is 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 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 PROVIDE 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, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_\_.

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

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

STAMP:

# KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES

## **PAYMENT PROCEDURES & RELATED FORMS**

### **Payments:**

Contractor is required to submit the following documents:

- Breakdown of Material and Labor
- "Contractor's Request For Payment"
- "Sworn Statement Concerning Claims"
- "Release Of Lien"

### ***"Contractor's Affidavit and Request for Payment"***

Complete this form for work completed to date. Attach appropriate documentation to support this request. Retainage of not less than 5% will be deducted until final inspection by KEYS has been completed and all items are satisfactory. It must be signed by a corporate official and be notarized and signed by the notary.

### ***"Sworn Statement Concerning Claims"***

The prime contractor must complete this form for each sub-contractor. This must be done each time a request for payment is made. It must be signed by a corporate official, contain the raised corporate seal, be notarized and signed by the notary.

### ***"Release Of Lien"***

The prime contractor is responsible for obtaining and forwarding a release of lien for every sub-contractor on the job, which is to be submitted with each invoice. This is only required when there is a sub-contractor. The release of lien must be unconditional and must contain a date from the sub-contractor, which coincides with the date of the payment request. It must be signed by a corporate official, contain the raised corporate seal, be notarized and signed by the notary.

### **Final Payments:**

Contractor is required to submit the following documents:

- Breakdown of Material and Labor
- "Contractor's Request For Payment"
- "Sworn Statement Concerning Claims"
- "Final Release Of Lien"
- "Contractor's Affidavit Of Contract Completion"

### ***"Contractor's Affidavit and Request for Payment"***

Complete this form. Attach appropriate documentation to support this request.

### ***"Final Release Of Lien"***

The prime contractor is responsible for obtaining and forwarding a final release of lien for every sub-contractor on the job, which is to be submitted with each invoice. This is only required when there is a sub-contractor. The release of lien must be unconditional. It must be signed by a corporate official, contain the raised corporate seal, be notarized and signed by the notary.

### ***"Contractor's Affidavit Of Contract Completion"***

The prime contractor must complete this form. It must be signed by a corporate official, contain the raised corporate seal, be notarized and signed by the notary.

A sample of each of these forms follows.

Each payment request packet is sent to [accounts.payable@keysenergy.com](mailto:accounts.payable@keysenergy.com) for processing.

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**TO** Accounts Payable  
 Keys Energy Services  
[accounts.payable@keysenergy.com](mailto:accounts.payable@keysenergy.com)

**BID NO.** \_\_\_\_\_  
**CONTRACT NO.** \_\_\_\_\_  
**PROJECT TITLE** \_\_\_\_\_  
**PURCHASE ORDER NO.** \_\_\_\_\_  
**APPLICATION NO.** \_\_\_\_\_  
**WORK PERIOD** \_\_\_\_\_  
**INVOICE DATE** \_\_\_\_\_

**FROM** *Contractor Name*  
*Contractor Address*  
*Contractor City, State Zip*  
*Contractor Number and Email*

**CONTRACTOR'S APPLICATION FOR PAYMENT**

- |   |   |       |
|---|---|-------|
| 1 | Original Contract Total   | _____ |
| 2 | Total of Change Orders to Date  | _____ |
| 3 | Contract Total (line 1 +2)  | _____ |
| 4 | Total Amount Completed to Date  | _____ |
| 5 | Retainage (5% of line 4)  | _____ |
| 6 | Total Earned less Retainage (line 4 - line 5)                         | _____ |
| 7 | Less Previous Payment Requests (line 6 from previous payment request) | _____ |
| 8 | Current Payment Due   | _____ |
| 9 | Balance to Finish, Plus Retainage (line 3 - line 6)                   | _____ |

We hereby represent that the above contractor's request is a true estimate of work completed under the above contract to date and hereby release KEYS from any claims for materials or labor furnished or expense incurred to date which is not included in requests and payment to date, except for integrated units of construction partially completed for which no request for payment has been made.

**Signature** \_\_\_\_\_

**Printed Name, Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**FOR KEYS USE ONLY**

Notice to Owner received?  
 Release of Lien received, if applicable?  
 Sworn Statement Concerning Claims received?  
 Contractor's Affidavit of Completion received, if applicable?  
 Quantities Verified?  
 Price Verified?  
 Release Retainage, if applicable?

\_\_\_\_\_  
 Purchasing Supervisor, Date

\_\_\_\_\_  
 Project Manager, Date

Routing: Contractor > Accounts Payable > Purchasing > KEYS Project Manager > Accounts Payable

**KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES**

**UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA**  
**SWORN STATEMENT CONCERNING CLAIMS**

PROJECT AND TITLE: \_\_\_\_\_

SUB -CONTRACTOR: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_ CONTRACT AMOUNT: \$ \_\_\_\_\_

To: Utility Board of the City of Key West ("Keys Energy Services")

Post Office Box 6100

Key West, Florida 33041

In response to your demand, the undersigned contractor or material man \_\_\_\_\_  
\_\_\_\_\_ submits the following statement of account for:

(Sub Contractor Name) \_\_\_\_\_

Labor performed to date consists of the following: \_\_\_\_\_  
\_\_\_\_\_.

Material furnished to date consists of the following: \_\_\_\_\_  
\_\_\_\_\_.

Labor still to be performed consists of the following: \_\_\_\_\_  
\_\_\_\_\_.

Material still to be furnished consists of the following: \_\_\_\_\_  
\_\_\_\_\_.

Amount paid on account to date: \$ \_\_\_\_\_, Amount now due: \$ \_\_\_\_\_,

Amount to become due: \$ \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

[Signature]

[Date]

The State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and states that \_\_\_\_\_ [he or she] is the lien holder named in the forgoing statement of account; that \_\_\_\_\_ [he or she] has read the statement of account and has knowledge of its contents; that the statements contained in the statement of account are true; and that the sum of \$ \_\_\_\_\_ as set forth in the statement of account is due and owing to lien holder.

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.

\_\_\_\_\_  
(Notary Public)

Print Name: \_\_\_\_\_

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



**KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES**

**UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA**  
**CONDITIONAL RELEASE OF LIEN**

PROJECT AND TITLE: \_\_\_\_\_

SUB -CONTRACTOR: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_ CONTRACT AMOUNT: \$ \_\_\_\_\_

To: Utility Board of the City of Key West ("Keys Energy Services")

Post Office Box 6100

Key West, Florida 33041

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, upon future payment of the sum \$ \_\_\_\_\_ and \_\_\_\_\_ (\$ \_\_\_\_\_) paid by \_\_\_\_\_ the prime contractor, will be deemed to have fully released and quit claimed to The Utility Board of the City of Key West, the KEYS, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the project on account of labor performed and/or material furnished by the undersigned in the construction of said project through \_\_\_\_\_.

In witness whereof, I have hereunto set my seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness:

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ by \_\_\_\_\_

The State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and states that \_\_\_\_\_ [he or she] is the lien holder named in the forgoing statement of account; that \_\_\_\_\_ [he or she] has read the statement of account and has knowledge of its contents; that the statements contained in the statement of account are true; and that the sum of \$ \_\_\_\_\_ as set forth in the statement of account is due and owing to lien holder.

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.

\_\_\_\_\_  
(Notary Public)

Print Name: \_\_\_\_\_

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

**KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES**

**UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA**  
**RELEASE OF LIEN**

PROJECT AND TITLE: \_\_\_\_\_

SUB -CONTRACTOR: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_ CONTRACT AMOUNT: \$ \_\_\_\_\_

To: Utility Board of the City of Key West ("Keys Energy Services")

Post Office Box 6100

Key West, Florida 33041

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, for and in consideration of payment of the sum \$ \_\_\_\_\_ and \_\_\_\_\_ (\$ \_\_\_\_\_) paid by \_\_\_\_\_ the prime contractor, receipt of which is hereby acknowledged, hereby releases and quit claims to The Utility Board of the City of Key West, the KEYS, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the project on account of labor performed and/or material furnished by the undersigned in the construction of said project have been fully paid for.

In witness whereof, I have hereunto set my seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness:

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ by \_\_\_\_\_

The State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and states that \_\_\_\_\_ [he or she] is the lien holder named in the forgoing statement of account; that \_\_\_\_\_ [he or she] has read the statement of account and has knowledge of its contents; that the statements contained in the statement of account are true; and that the sum of \$ \_\_\_\_\_ as set forth in the statement of account is due and owing to lien holder.

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.

\_\_\_\_\_  
(Notary Public)

Print Name: \_\_\_\_\_

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

**KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES**

**UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA**  
**\*\*FINAL\*\* RELEASE OF LIEN**

PROJECT AND TITLE: \_\_\_\_\_

SUB -CONTRACTOR: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_ CONTRACT AMOUNT: \$ \_\_\_\_\_

To: Utility Board of the City of Key West ("Keys Energy Services")

Post Office Box 6100

Key West, Florida 33041

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, for and in consideration of payment of the sum \$ \_\_\_\_\_ and \_\_\_\_\_ (\$ \_\_\_\_\_) paid by \_\_\_\_\_ the prime contractor, receipt of which is hereby acknowledged, hereby releases and quit claims to The Utility Board of the City of Key West, the KEYS, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the project on account of labor performed and/or material furnished by the undersigned in the construction of said project have been fully paid for.

In witness whereof, I have hereunto set my seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness:

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ by \_\_\_\_\_

The State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and states that \_\_\_\_\_ [he or she] is the lien holder named in the forgoing statement of account; that \_\_\_\_\_ [he or she] has read the statement of account and has knowledge of its contents; that the statements contained in the statement of account are true; and that the sum of \$ \_\_\_\_\_ as set forth in the statement of account is due and owing to lien holder.

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.

\_\_\_\_\_  
(Notary Public)

Print Name: \_\_\_\_\_

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

**KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES**

**UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA  
KEYS ENERGY SERVICES**

*CONTRACTOR'S AFFIDAVIT OF CONTRACT COMPLETION*

PROJECT AND TITLE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_ CONTRACT AMOUNT: \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

I solemnly swear and affirm: That the work under the above named Contract and all amendments thereto have been completed in accordance with the requirements of said Contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Contract; that all Workmen's Compensation claims are covered by Workmen's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that contractor shall save, protect, defend, indemnify and hold the KEYSs harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said Contract.

CONTRACTOR:

\_\_\_\_\_ (SEAL)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ known (or made known) to me to be the:

\_\_\_\_\_  
(Partner) (Corporate Officer-Title)

\_\_\_\_\_  
(Name of Contractor(s))

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.

\_\_\_\_\_  
(Notary Public)

Print Name: \_\_\_\_\_

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

***Per attached Sworn Statement(s) Concerning Claims***

**KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES**

**Cost Proposal Form 1 of 2**

*(Please type or print all information)*

Pursuant to and in compliance with your advertisement for bids and other contract documents relating thereto, the undersigned bidder, having familiarized himself with the terms and conditions affecting the performance of the contract contained in the specifications, hereby proposes and agrees to perform within the contract documents, schedules, and specifications for the following amounts.

The hourly labor rates shall include all applicable overhead and profit. All non-labor related other than direct costs will be billed at cost without mark-up.

<b><u>POSITIONS</u></b>	<b><u>HOURLY RATES</u></b>
Project Executive	\$ _____
Subject Matter Expert	\$ _____
Project Manager	\$ _____
Public Adjuster	\$ _____
Senior Closeout Specialist	\$ _____
Closeout Specialist	\$ _____
Emergency Manager Consultant	\$ _____
Travel Related Expenses [1]	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

[1] Note:  
All travel related expenses will be reimbursed using KEYS Travel Policy which is attached

**Company:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**KEYS BID 02-23 SPECIFICATIONS FOR EMERGENCY MANAGEMENT CONSULTING SERVICES**

**Cost Proposal Form 2 of 2**

**Subcontractor(s):** \_\_\_\_\_

**Submitted by:** \_\_\_\_\_  
(Signature and Print Name)

**Bid Bond Enclosed (Yes / No) or Cashier's Check: \$** \_\_\_\_\_

KEYS reserves the right to accept and/or reject any proposal or any portion of a proposal. Bidder shall submit with the proposal any constraints, if any.