

# KEYS BID 12-22 SPECIFICATIONS FOR TEMPORARY STAFFING SERVICES DURING EMERGENCY SITUATIONS

## 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, August 26, 2022** for:

### KEYS BID 12-22 SPECIFICATIONS FOR TEMPORARY STAFFING SERVICES DURING EMERGENCY SITUATIONS

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 12-22  
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, August 12, 2022 at noon**. Any questions received after noon on August 12, 2022 will not be addressed.

Each proposal should be accompanied by a Certified Check or Bid Bond payable to the **UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA** in an amount not less than five (5%) percent of the amount of the proposal as security.

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, August 26, 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.



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Tyler Randolph, Purchasing Supervisor

## KEYS BID 12-22 SPECIFICATIONS FOR TEMPORARY STAFFING SERVICES DURING EMERGENCY SITUATIONS

### **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 in 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 continually plans and prepares to deal with emergencies, such as hurricanes and other unusual events that can impact its electric systems. When electric systems experience damage from these events, utilities call on other utilities and private entities across the state and the country to assist with utility restoration efforts.

In order to have a plan in place for these emergency situations, KEYS is seeking proposals for Temporary Staffing Services. The purpose of this agreement is to have a pre-negotiated price and terms in place so that assistance can be provided upon request.

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. Contractor shall notify KEYS if the not to exceed amount is estimated to be met within one (1) week. 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.

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.

### **SPECIFICATIONS**

KEYS, through its Human Resources Department, is seeking an experienced and qualified staffing agency to provide temporary staffing services throughout the organization on an as-needed basis. Temporary staff must be contracted KEYS retirees to work as fill-ins during and/or after a hurricane or other emergency events.

Emergency events usually take place during the Atlantic Hurricane Season, June 1st through November 30th.

KEYS is currently seeking Contractor Monitors/Bird Doggers to be staffed by KEYS retirees on an as needed basis. Position job description is listed as Attachment 1, attached herein. KEYS will provide a contact list of KEYS retirees to awarded agency.

Work hours may vary based on the assignment and current needs of KEYS.

During an event, KEYS may activate the contract by using a task order to the staffing agency. Within the task order, KEYS will establish the number of staff needed along with a not to exceed amount based on the proposed pricing submitted and the emergency circumstance.

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All responses must include an hourly billing rate which will be charged to KEYS for each job description as provided in Attachment 1.

Position(s) may be added throughout the contract, as agreed upon between the agency and KEYS. Pricing for new position(s) will be negotiated at time of addition.

The awarded agency must comply with all State, Federal, and Local Laws (including but not limited to the Americans with Disabilities Act, Title VII of the Civil Rights of 1964, Age Discrimination in Employment Act, and Civil Rights Act of 1991) as to treatment and compensation of its employees. **KEYS will make no payments to individual workers.**

All payroll taxes, liability and worker's compensation are the sole responsibility of the awarded agency. The successful bidder understands and agrees that an employer/employee relationship does not exist under this contract.

The awarded agency will prepare payroll checks, make all necessary deductions and pay all taxes and insurance required by Federal, State, and Local laws. The successful bidder accepts full responsibility for the payment of wages, compensation and benefits to personnel. The successful bidder accepts responsibility for payment of all taxes, assessments, fees, and fines that may be due and owing to any Local, State or Federal government agencies.

The awarded agency's personnel must be fully trained in the requested field and have the necessary education, training, certification, registration, and experience for each position to be filled. Any documentation (licenses, certifications, etc.) necessary to demonstrate fitness for position(s) being filled will be made available to KEYS as needed.

The agency will ensure that all temporary employees are qualified, reliable, paid appropriate wages, and provided legally mandated benefits.

While the exact range and extent of services is subject to negotiation, it is anticipated that the awarded agency shall provide, as a minimum, professional services and adequately experienced dedicated personnel.

KEYS reserves the right to control the details of the temporary employees' work while assigned to KEYS.

KEYS reserves the right to cancel an employee if they cannot perform the assigned job duty requirements.

### **PRE-SCREENING**

Pre-screening of all temporary employees will be the sole responsibility of the awarded agency. Pre-screening will occur prior to the Agency's recommendation of temporary employees. KEYS requests the right to review all pre-screening results prior to accepting temporary staff. Pre-screening should include but not be limited to the following:

- County and nationwide criminal searches;
- Reference checks;
- Education verification when applicable;

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- Verification of active certifications and/or licenses when applicable;
- Drug screening for safety sensitive positions as identified by KEYS policy;
- Must reside in KEYS' service area
- Must have a valid Florida Drivers' License with an acceptable driving record, as determined by KEYS, and maintain at own expense
- Must be a KEYS retiree
- Must have a minimum of three (3) years of relevant work experience
- Must be familiar with KEYS' service territory
- Must provide own cellular phone
- KEYS will make every effort to provide Contractor/Bird Dogger a KEYS company vehicle. In the event a KEYS vehicle is not available, the Contractor/Bird Dogger must use their own vehicle.

KEYS reserves the right to request a copy of the awarded Agency's background check of temporary employees.

### **SUPERVISION OF TEMPORARY EMPLOYEES**

Agency's employees shall be supervised by KEYS. KEYS shall have direct control over the daily activities of employees. Work policies, procedures, and standards established by KEYS shall be followed at all times.

Agency employees shall conform in all respects with regard to physical, fire and security/safety regulations while on KEYS' premises. The Agency shall be responsible for obtaining all rules, regulations, policies, etc. from KEYS, as needed.

### **STAFF PLACEMENT**

Should KEYS discover that within the first four (4) hours of service, the temporary candidate provided fails to meet the qualifications for the job assigned, the temporary candidate will be removed. KEYS will receive no charges for any temporary candidate removed from the placement within the first four (4) hours of his/her workday.

In the event any temporary candidate fails to adhere to KEYS' directions or requirements, or demonstrate they are not qualified to perform the required duties, KEYS shall notify the awarded agency who shall replace the employee within two (2) working days at no cost to KEYS (included but not limited to training time, background checks, ID badges, drug testing, etc.).

This requirement also applies to any temporary employee that leaves for any reason, before the assignment is completed. When an employee leaves, at any time, the awarded agency shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned within five (5) business days, KEYS shall invoice the Agency for the exact replacement cost. The agency shall pay this invoice within fourteen (14) calendar days or KEYS shall deduct the invoice amount from the next scheduled invoice payment.

The agency shall notify KEYS within 24 hours of any temporary employee leaving (not returning to work for) KEYS.

### **DRUG-FREE WORKPLACE**

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During the performance of this Request, the awarded agency agrees to provide a drug-free workplace for their employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the awarded Agency that the Agency maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Offeror/Offerors in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

### **SAFETY**

Agency employees must provide their own PPE. PPE shall consist of at least the following:

- Shirts and long pants complying with KEYS' dress code
- Steel Toe Shoes
- Safety Glasses

KEYS will provide Electrically Rated Hard Hats, if needed.

### **DOCUMENTATION**

The awarded agency will be responsible for managing temporary staffers' time records and submitting to KEYS for approval on weekly basis. Time sheet is listed as Attachment 2, provided herein.

The awarded agency will be responsible for submitting itemized invoices referencing the Purchase Order and/or Contract Number provided to them by KEYS.

### **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.

### **ATTACHMENTS**

1. Contractor Monitor/Bird Dogger Job Description
2. Contractor Monitor/Bird Dogger Time Sheet

### **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.

Offeror shall provide a minimum of three (3) references where services, as those requested in this solicitation, are currently or previously utilized.

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

- a. Experience with similar projects;
- b. Range and suitability of services provided;
- c. Project management approach;
- d. Pricing;
- e. 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.

Bid bonds and/or cashier's checks must be sent via **FedEx or UPS only** to:

Keys Energy Services  
Bid Opening Committee- Bid 12-22  
6900 Front Street Extended  
Key West, Florida 33040

Bidders must submit the following to be found responsive:

1. Bid Bond or Cashier's Check for 5% of Total
2. Proposal Page
3. Bidder's Statement
4. Public Entity Crimes Sworn Statement
5. Drug-Free Workplace Statement
6. Safety Compliance Affidavit
7. Insurance Agent's Statement
8. Certification Regarding Debarment, Suspension, etc.
9. Certification for Contracts, Grants, Loans, & Cooperative Agreements



# **ATTACHMENTS**

- 1. Contractor Monitor/Bird Dogger Job Description**
- 2. Contractor Monitor/Bird Dogger Time Sheet**



## Job Description

<b>Job Title:</b>	Contractor Monitor/Bird Dogger
<b>Department / Section:</b>	Engineering and Control / Transmission & Distribution
<b>Job Classification:</b>	Temporary Contract
<b>Schedule:</b>	Temporary
<b>Exemption Status:</b>	N/A
<b>Safety Sensitive Position:</b>	Yes
<b>Emergency Responder Designation:</b>	N/A
<b>Reports To:</b>	Engineering Services Supervisor

### Objective:

Monitor post-storm contractor construction projects and supervise crews, prepare status reports and journals, maintain time sheets.

### Essential Functions:

The bird dogger will be responsible for recording damage prior to repair, recording names of personnel and trucks working on any specific job, record time per damage location and gather time sheets from outside personnel. The Finance Department shall provide the necessary forms and direction at the start of each hurricane season.

- During the restoration process, a KEYS' Representative/Bird Dogger will be assigned as the liaison between the assisting utility/contractor. This Representative/Bird Dogger will delegate all work order requests and signing of all time sheets as stated under Section "Billing/Time Sheets."
- It is KEYS' intention to have daily meetings with the foreman or supervisor of each utility/contractor. The purpose of these meetings is to discuss any issues/problems/etc. that developed during the restoration process. Each meeting shall occur at 8:00 a.m. in the Engineering Storm Center. These dates/times/locations are subject to change.

***Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job.***





### Other Job Duties & Responsibilities:

- Perform other job-related duties as requested.
- Other duties as assigned during emergency situations.

### Supervisory Responsibilities:

- This position supervises the work of others including reviewing work to ensure quality standards.

### Fiscal Responsibilities:

- This position does not have fiscal responsibilities.

### After Hours Responsibilities:

- Must be available to work weekends, holidays, after regular hours, and trouble calls in emergencies (i.e. hurricanes).

### Job Qualifications:

- Must have read and understand the job duties and training requirements sections of this job description.
- Must be able to perform the essential job duties of this position, as defined in the job duties section of this job description, with or without reasonable accommodation for any mental or physical disability.
- Must have a valid Florida Drivers' License with an acceptable driving record, as determined by KEYS, and maintain at own expense.
- Must reside in KEYS' service area.
- Must be able to read, write and communicate effectively in English.
- Must have high school diploma or equivalent.
- Must have been employed by KEYS within the last ten (10) years in positions within the Engineering or Transmission & Distribution departments
- Must have basic CPR and AED qualification.
- Must have working knowledge of APPA safety manual.
- The position requires the following skill and knowledge levels:
  - Intermediate analytical skills
  - Intermediate project/process management skills
  - Intermediate computer/technical skills
  - Intermediate written and oral communication skills

## Exhibit A



- This position is required to make decisions that may affect a work unit or area within a department. The position may contribute to business and operational decisions that affect the department.
- This position requires the ability to solve problems that are varied and require analysis or interpretation of the situation. Problems are solved using knowledge and skills, and general precedents and practice.
- This position requires an ability to work independently in an environment where results are defined and existing practices are used as guidelines to determine specific work methods. The position carries out work activities independently; supervisor/manager is available to resolve problems.

### Required Training:

### Physical / Environmental Demands:

- The position may be exposed to the following environmental conditions:
  - Sometimes exposed to all weather conditions
  - Sometimes exposed to noise
  - Sometimes exposed to hazardous materials
- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this position, the employee is:
  - Sometimes required to conduct extensive standing, walking, etc.
  - Often required to use vision and hearing abilities
  - Sometimes required to bend at the waist and neck
  - Sometimes required to rotate at the waist and neck
  - Sometimes required to reach forward, sideways, backward and overhead
  - Sometimes required to conduct simple, complex and power grasping
  - Sometimes required to work in the sun for extended periods of time
- Incumbent in this position must be able to lift objects with a weight of up to 10 pounds.

### Personal Protective Equipment (PPE):

- The position is required to wear PPE in compliance with KEYS' and all regulatory standards.

### Additional Information:

- Must meet and maintain all physical and safety requirements and limitations related to the fitness for use or operation of all equipment, including but not limited to, bucket trucks, aerial devices, and ladders.

## Exhibit A



Please note that this job description is intended to describe the general nature and level of work being performed by the employee(s) assigned to this job. The content contained therein is not intended to represent an exhaustive list of all duties, responsibilities, and activities required. Duties, responsibilities and activities may change at any time, with or without notice, and additional work may be assigned as appropriate.

Keys Energy Services considers applicants for all positions without regard to race, color, religion, sex, national origin, age, marital or veteran status, the presence of non job-related disability, or any other legally protected status.



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### **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 State, 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 Florida State. 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

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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

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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



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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



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- 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 12-22 SPECIFICATIONS FOR TEMPORARY STAFFING SERVICES DURING EMERGENCY SITUATIONS

### **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 12-22 SPECIFICATIONS FOR TEMPORARY STAFFING SERVICES DURING EMERGENCY SITUATIONS

### 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 12-22 SPECIFICATIONS FOR TEMPORARY STAFFING SERVICES DURING EMERGENCY SITUATIONS

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 12-22 SPECIFICATIONS FOR TEMPORARY STAFFING SERVICES  
DURING EMERGENCY SITUATIONS**

**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 12-22 SPECIFICATIONS FOR TEMPORARY STAFFING SERVICES DURING EMERGENCY SITUATIONS

### 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 12-22 SPECIFICATIONS FOR TEMPORARY STAFFING SERVICES DURING EMERGENCY SITUATIONS

### 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.”

## KEYS BID 12-22 SPECIFICATIONS FOR TEMPORARY STAFFING SERVICES DURING EMERGENCY SITUATIONS

### 12) Domestic Preferences for Procurements

- 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 12-22 SPECIFICATIONS FOR TEMPORARY STAFFING SERVICES DURING EMERGENCY SITUATIONS

### 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 12-22 SPECIFICATIONS FOR TEMPORARY STAFFING SERVICES DURING EMERGENCY SITUATIONS

- 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 12-22 SPECIFICATIONS FOR TEMPORARY STAFFING SERVICES DURING EMERGENCY SITUATIONS

## **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 BOND/CERTIFIED CHECK**

Each proposal should be accompanied by a Bid Bond or Certified Check payable to the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA in an amount not less than five (5%) percent of the amount of the proposal as security.

### **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.

### **CITY/COUNTY LICENSING**

For the term of the contract, Contractor shall maintain City of Key West and Monroe County licenses and/or other requirements to work within the City or County limits. Contractor should provide KEYS with a copy of all licenses.

### **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.

## KEYS BID XX-XX SPECIFICATIONS FOR....

### **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**

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.

### **DELIVERY**

- A. Delivery, inspection and acceptance - delivery, inspections and acceptance will be at destination, F.O.B. Key West as specified in the RFP, KEYS Warehouse, unless otherwise provided. Until delivery and acceptance and after any rejections, risk of loss will be on the Vendor, unless loss results from negligence of KEYS.
- B. Notwithstanding the requirements for any KEYS inspection and test contained in the specifications applicable to this proposal, except where specialized inspections or tests are specified for performance solely by KEYS, contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under this proposal conform to the drawings, specifications and proposal requirements listed herein, including if applicable, the technical requirements for the manufacturer's part numbers specified herein.
- C. Delivery of Excess Quantities – Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If contractor delivers and KEYS receives quantities of any item in excess of the quantity called for (after considering any allowable variations of quantity) such excess quantities will be treated as being delivered for the convenience of contractor. KEYS may retain such excess quantities without compensating the interests herein. Quantities in excess, will at the option of KEYS, either be returned at contractor's expense, or retained and paid for by KEYS at the contract unit price.
- D. Deliveries – In the event of failure to deliver material of the quality or within the time specified, KEYS may cancel the order and buy elsewhere. Contractor will be responsible for any cost differences encountered in the procurement of materials. Failure of KEYS to exercise this option with respect to any installment shall not be deemed a waiver with respect of future installments, if any.
- E. Delivery tickets – All shipments under this agreement shall be accompanied with delivery tickets, or packing slips, in triplicate, which shall contain the following minimum information: name of supplier, purchase order number, date of order, date of delivery or shipment, itemized list of supplies or services furnished, quantity, unit price, and extension of each line item. Upon delivery, the Warehouse will retain a copy of the related delivery ticket.
- F. Inspection, Acceptance and Title – Inspection and acceptance will be at destination, unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by KEYS in writing.

### **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.

## KEYS BID XX-XX SPECIFICATIONS FOR....

### **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.

### **MODIFICATION OF PROPOSAL**

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.

### **PROPOSAL GUARANTEE**

- A. The Proposal Guarantee shall be the cashier's check or Bid Bond required in the Notice to Bidders. A bid bond or cashier's check in lieu of a surety bond in the amount of (five) 5% of the proposal shall be submitted with all proposals. This bid bond requirement is to be used as security and will be returned to bidder after KEYS enters into a Contract with the successful bidder. This (five) 5% shall

## KEYS BID XX-XX SPECIFICATIONS FOR....

be based on the total bid price. The bid bond or cashier's check shall be valid for a period of no less than 120 days after bid opening date.

- B. KEYS may reject all Proposals, and in such event, all cashier's checks and Bid Bonds will thereupon be returned to the Bidders.
- C. When a Proposal is accepted, all checks and Bid Bonds will thereupon be returned to the bidders, except for the approved proposal. The cashier's check or Bid Bond of the approved Bidder will be returned after completion of the requirements in the following paragraph.
- D. Within (ten) 10 days after delivery of Notice of Utility Board Approval, or such additional time as is allowed by KEYS, the Bidder shall furnish satisfactory Insurance Certificate and Insurance Policies.

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

### **SAFETY/MAINTENANCE OF TRAFFIC (MOT)**

Contractor is to provide all required Safety and Traffic Control equipment as required by FDOT, City of Key West, or Monroe County MOT. Personnel are required to be trained in MOT as required. Contractor is to provide copies of certification of MOT training.

### **SAFETY AND PROTECTION**

## KEYS BID XX-XX SPECIFICATIONS FOR....

Examination of existing facilities: After the Contract is awarded and before commencement of the work, Contractor and KEYS shall make thorough examination of all existing structures and facilities associated with the project.

Safety requirements: Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the project period. This requirement shall apply continuously and not be limited to normal working hours.

Safety provisions shall conform to Federal and State Departments of Labor, Occupational Safety and Health Act (OSHA), and other applicable Federal, State, County, and Local Laws, Ordinances, Codes, requirements set forth herein, and regulations that may be specified in other parts of these specifications. Where these are in conflict, the more stringent requirement shall be followed. Contractor shall become thoroughly familiar with governing safety provisions and shall comply with the obligations set forth therein.

Contractor shall develop and maintain for the duration of the project, a safety program that will effectively incorporate and implement required safety provisions of the American Public Power Association (APPA) Safety Manual. Contractor is responsible for obtaining the latest edition of the APPA Safety Manual at their expense from APPA at <http://www.publicpower.org/topics/landing.cfm?ItemNumber=38512>. Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the APPA safety Manual. It is not the responsibility of KEYS to review or police contractor's implementation of the APPA Safety Manual's protocols.

### **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 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**

## KEYS BID XX-XX SPECIFICATIONS FOR....

When deemed to be in the best interest of KEYS, any awards or contracts resulting from this specification may be cancelled by KEYS by the following means: 1) ten (10)-day written notice with cause; or 2) thirty (30)-day written notice without cause.

### **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.



**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).

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$ 1,000,000.00
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## KEYS BID XX-XX SPECIFICATIONS FOR....

### **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.

**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**

<b>POLICY (Type /Number)</b>	<b>LIMITS</b>
_____	_____
_____	_____
_____	_____
_____	_____

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.

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

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

**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, employee, 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 XX-XX SPECIFICATIONS FOR....

- 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 12-22 SPECIFICATIONS FOR TEMPORARY STAFFING SERVICES  
DURING EMERGENCY SITUATIONS**

**Proposal Page 1 of 1**

*(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.

Provide minimum and maximum hourly rates for a temporary contract per position indicated below. In addition, provide miscellaneous fees as described.

Position	Temporary Contract	
Emergency Response Position	Straight Hourly Rate	Overtime Hourly Rate
Contractor Monitors/Bird Doggers	\$ /hour	\$ /hour
Miscellaneous Fees		
Milage fee		\$ /hour
Conversion Fee- List as Percentage		
Payroll Service		
Staffing Fee		
Indemnity Fee (mandatory per task order)		\$ 10.00

**Please specify when other rate schedules beyond straight time will apply:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please include any other miscellaneous fees KEYS may incur during an emergency situation on a separate sheet with your proposal.**

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

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

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

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

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

\_\_\_\_\_

**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.