

**CITY OF KEY WEST**  
**REQUEST FOR PROPOSALS**

**FOR PROFESSIONAL SERVICES FOR MONITORING OF DEBRIS REMOVAL  
AND RELATED SERVICES**

**RFP # - 008 - 11**

**DUE DATE: May 4, 2011**

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR MONITORING OF  
DEBRIS REMOVAL AND RELATED SERVICES**

TABLE OF CONTENTS

<b>PROPOSAL REQUIREMENTS</b>	<b>PAGE NUMBER</b>
Request Announcement .....	3
Request Requirements .....	6
Proposer Instructions, Format .....	8
Evaluation of Proposals .....	12
Scope of Services .....	14
<b>Attachments</b>	
Attachment A; Unit Price Proposal .....	17
Attachment B; Proposer’s General Operations Plan .....	22
Attachment C; Proposer’s Qualifications Statement .....	23
Attachment D; Proposer’s Most Current Financial Statement .....	27
Attachment E; List of Available Equipment and Facilities .....	28
Attachment F; Statement Proposer is Familiar with TDMS Sites .....	29
Attachment G; Sample of Proposer’s Tickets and Forms .....	30
Attachment H; Public Entity Crimes Certification .....	31
Attachment I; Anti-Kickback Affidavit .....	34
Attachment J; Conflict of Interest Statement .....	35
Attachment K; Local Vendor Certification .....	36
Attachment L; Acknowledgement of Conformance to O.S.H.A Standards ..	37
Attachment M; Copy of Florida Business License / Coporate Filings / Articles of Incorporation .....	38
Attachment N; Evidence of Insurability .....	39
Attachment O; Provider’s Draft Contract Documents .....	42
Attachment P; Copy of Solicitation .....	43

**CITY OF KEY WEST  
ANNOUNCEMENT: REQUEST FOR PROPOSALS**

Sealed Proposals for **REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR MONITORING OF DEBRIS REMOVAL AND RELATED SERVICES PER PROPOSAL SPECIFICATIONS** addressed to the City of Key West, will be received at the office of the City Clerk, City of Key West, Florida, until 3:00 p.m., local time, on Wednesday, the 4<sup>th</sup> day of May, 2011, at which time Proposals will be publicly opened and read in the City Clerk's office, 525 Angela St. Any proposals received after the time specified will not be considered.

Via this Request for Proposals, it's the City is seeking competitive proposals for debris removal monitoring. Price, qualifications, experience, and capacity will be considered. Should any unforeseen emergencies evolve which necessitates monitoring services, before the normal evolution of the competitive bidding process, then the City may call upon these Responders - and others - for emergency quotes for use under the City's emergency purchasing guidelines. Responders are urged to have an emergency quote packet – similar if not exact to this RFP – at-the-ready should such an emergency so arise.

The City of Key West solicits Proposals for Professional Services for Monitoring of Debris Removal and Related Services. Services would include; monitoring debris removal and related services for the City in the event of a natural or man-made disaster, the City will execute a term contract. The contract will be for a three-year term and may extend for a two-year term if agreed to by both parties. No minimum amount of services or compensation will be guaranteed to any firm retained by the City. In addition, the City may make multiple awards for similar services at its sole discretion.

The contracted services sought include providing all expertise, personnel, tools, materials, supplies, equipment, transportation, supervision and all other services and facilities of any nature necessary for monitoring debris removal and relate services to include but not be limited to the monitoring of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. Removal and lawful disposal of all eligible event-generated debris within the legal boundaries of the City's jurisdiction, in accordance with the standards of the Federal Emergency Management Agency, Federal Highway Administration, Federal and State departments of environmental protection and the request for proposal package and other Responsible Parties.

From the bid submissions, the City intends to rank the submissions, to obtain a prioritized list of vendors, from which the City may contract with for monitoring services, as available, in the order of the final ranking.

Drawings and Specifications may be obtained by contacting Demand Star by Onvia. Please contact Demand Star at 1-800-711-1712 or at <http://www.demandstar.com/>.

One (1) "hard copy" original and ten (10) copies on "flash drive" or CD of the proposal are to be enclosed in a sealed envelope clearly marked on the outside "Professional Services for Monitoring of Debris Removal and Related Services" and addressed to:

CITY CLERK  
CITY OF KEY WEST, FLORIDA  
CITY HALL  
P.O. Box 1409  
KEY WEST, FLORIDA 33040

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Solicitation Documents. The Proposer will also be required to furnish documentation showing that he is in compliance with the licensing requirements of the State of Florida, Florida License to Bid, and that the provisions of Chapter 66 Section 87 of the Code of Ordinances of the CITY of Key West. Compliance with these provisions is required before he can enter into the agreement contained in the Contract Documents. At the time of bid the successful Proposer must demonstrate that he holds, as a minimum, the following licenses and certificates:

- A valid Occupational License issued by the City of Key West in accordance with Chapter 18 Section 116.
- License(s) required by State of Florida

All Proposal bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

In order to perform public work, the successful Proposer shall hold such Contractors' and Business Licenses as required by State, County and City Statutes.

Before a Contract will be awarded for the work contemplated herein, the City will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Proposer to perform the size and type of work specified under this Contract. Upon request, the Proposer shall submit such information as deemed necessary by the City to evaluate the Proposer's qualifications.

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

General Services  
P.O. Box 1409  
Key West, Florida 33041  
Telephone: (305) 809-3902

At the time of the award, the successful Proposer must show satisfactory documentation of such State, County, and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the proposal in question. The City may reject proposals (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its proposal, (3) if the Proposal does not strictly conform to the law or is non-responsive to the Proposal requirements, (4) if the Proposal is conditional, or (5) if a change of circumstances occurs making the purpose of Proposal unnecessary to the City. The City may also waive any minor informalities or irregularities in any Proposal.

Dated this 31st day of March, 2011.

CITY OF KEY WEST

By: \_\_\_\_\_  
Sue Snider, Purchasing Agent

## REQUIREMENTS: REQUEST FOR PROPOSALS

The City of Key West (CITY) requires the services of a qualified company to provide Sealed Proposals for **REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR MONITORING OF DEBRIS REMOVAL AND RELATED SERVICES**. The CITY, Requests Proposals for Professional Services for Monitoring of Debris Removal and Related Services. Services would include; monitoring debris removal and related services for the CITY in the event of a natural or man-made disaster, the CITY will execute a term contract. The contract will be for a three-year term and may extend for a two-year term if agreed to by both parties. No minimum amount of services or compensation will be assured to any firm retained by the CITY. In addition, the CITY may retain other firms for similar services at its sole discretion.

The contracted services sought include providing all expertise, personnel, tools, materials, supplies, equipment, transportation, supervision and all other services and facilities of any nature necessary for monitoring debris removal and relate services to include but not be limited to the monitoring of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. removal and lawful disposal of all eligible event-generated debris within the legal boundaries of the CITY's jurisdiction, in accordance with the standards of the Federal Emergency Management Agency, Federal Highway Administration, Federal and State departments of environmental protection and the request for proposal package.

The Proposer shall prepare submitted Proposals on the forms provided by the CITY with all blanks on the Proposal Form filled in by typewriter or written in ink.

Any proposal received after the response deadline will not be considered. Upon selection of the most qualified company and approval by the CITY commission, the CITY will negotiate a contract with the selected company. If the selected company does not execute the contract with the CITY within 30 days after award, the CITY reserves the right to award the contract to the next most qualified company. A Proposer may not withdraw their proposal before the expiration of 60 days from the date of proposal opening. A Proposer may withdraw their proposal after that date only if they provide written notification prior to the approval of selection by the CITY Commission. The CITY of Key West reserves the right to reject any or all of the proposals submitted.

The CITY reserves the right to reject any Proposal for the following reasons:

- For budgetary reasons;
- If the Proposer misstates or conceals a material fact in its proposal;
- If the Proposal does not strictly conform to the law or is non-responsive to the Proposal requirements;
- If the Proposal is conditional;
- If a change of circumstances occurs making the purpose of Proposal unnecessary to the CITY;
- The Proposer is or has been involved in any litigation against the CITY;

- The Proposer has defaulted on any previous contract, or is in arrears on any existing contract on any public or private matters;
- The submittal of more than one proposal from an individual, firm, partnership, corporation or association under the same or different names;
- The Proposer's previous work with the CITY has resulted in claims from third parties and or subcontractors;
- The Proposer has been debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.
- To be eligible for award, the Proposer must submit a completed proposal package and be able to document that it has:
  - 1) A minimum five (5) years of experience in conducting disaster recovery logistical support and debris removal operations for County, CITY and or State Governments;
  - 2) Knowledge and experience in FEMA and State public assistance reimbursement procedures; and
  - 3) Has provided services similar to those required to a minimum of five (5) jurisdictions with a population of not less 30,000 persons.
  - 4) Has capacity to provide requested services considering pre-event commitments within 150 miles of Key West.

The CITY may also waive any minor informalities or irregularities in any Proposal.

*For questions concerning any aspect of this RFP please contact:*

Sue Snider  
 City of Key West  
 P.O. Box 1409  
 Key West, FL 33040  
 (305) 809-3902  
 ssnider@keywestCITY.com

## **PROPOSER INSTRUCTIONS AND FORMAT: DEBRIS REMOVAL MONITORING**

The City of Key West, Florida (CITY) is located on a remote island, with an international border and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the CITY to enter into a pre-event agreement for a term of 3 years with a firm to provide debris management and monitoring services in the event of a disaster.

### **REQUIREMENTS**

The CITY is seeking qualifications and proposals for monitoring and managing the removal of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. The primary purpose of these services is to insure that the entire debris removal, hauling, recycling and/or disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program, Federal Highway Administration (FHWA) and state emergency management agency guidelines and other Responsible Parties. Additionally, the City seeks to utilize the results of this proposal process for the monitoring of other types of emergency services that may evolve from man-made disasters (e.g. oil spills, mass migrations etc.).

Respondent must meet the following general conditions:

- 1) Be able to provide monitoring of the clean up, removal, separation, reduction and disposal of Debris as defined in the Scope of Services set forth on Attachment "A" attached hereto and incorporated herein by reference (the "Services");
- 2) Be willing and capable of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services;
- 3) Be knowledgeable and have experience in the provision of the Services for reimbursement through the FEMA Public Assistance and FHWA ER program; and
- 4) Be able to perform the Services and any other agreed to services in a timely manner, recognizing that the CITY desires to have this project completed within 30 days following completion of debris hauling and removal.

## **RESPONSE FORMAT: DEBRIS REMOVAL MONITORING**

The Proposer shall prepare submitted Proposals on the forms provided by the CITY with the following information.

### **Company Profile:**

A company profile including the firm name, business address, telephone number, year established (include former firm names and year established, if applicable), type of ownership, and parent company, if any. Provide the name of the person who shall serve as authorized negotiator for Respondent, should Respondent be selected to negotiate with CITY.

### **Experience:**

Provide information indicative of experience on other projects of similar complexity that documents successful and reliable experience in past performance within the last seven (7) years, as it related to this proposal. The proposing firm must demonstrate that they have successfully performed services on at least 10 FEMA reimbursable disaster debris removal projects related to at least 3 different declared disasters, over the past seven (7) years, including at least two projects involving removal of at least 1,000,000 cubic yards of debris. Identify local governmental clients for whom similar services have been provided including name of client, client contact person, description of services performed and quantity of debris monitored. Provide resumes of key staff. Respondent must demonstrate special disaster recovery program management services including monitoring of private property/right-of-entry (ROE) work, waterway/marine debris clean-up, sand recovery/beach remediation, hazardous tree/limb removal, hazardous material removal, vessel and vehicle recovery, asbestos removal, data management, contracting/invoice reconciliation, and FEMA appeals assistance.

### **Personnel:**

Provide an organizational chart, resumes, and summary of staff qualifications. Demonstrate current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. Respondent shall document knowledge and experience of personnel with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes.

### **Public Records:**

Any material submitted in response to this Request for Proposals will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim any applicable exemptions to disclosure provided by law in their response to the Request for Proposals. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

### **Cost of Proposal Preparation:**

The Proposer assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this Request for Proposals. The City shall not be liable for any expenses incurred by the Proposer when responding to this Request for Proposals.



Bidder is advised that delivery services may not be timely. It shall be the Proposals sole responsibility to ensure delivery prior to the required date and time.

**Conflicts:**

All Respondents must certify that Respondent, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or state law. Has Respondent has had a contract related to debris removal cancelled within the past seven years. If so, state the name and address of the other contracting party and reason.

**Technical Approach / General Operations Plan:**

Provide a description of the Proposer's approach to the project including implementation of the RFP Scope of Services, startup procedures, debris estimating methodology, and management of debris recovery contractors. Especially, as it relates to:

- Pre-impact mobilization of resources
- NIMS Compliant Span-of-Control
  - Number of Project Managers to number of Field Supervisors
  - Number of Field Supervisors to number of Monitors
- Preventing fraudulent activity occurring between the pick-up and disposal sites
- Ensuring debris removal equipment isn't sidelined due to a lack of monitors
- Monitoring of seaweed removal, where a one-to-one ratio of monitor to equipment isn't practical nor necessary.
- Identifying debris loads originating from declared First Pass roadways, separate from debris collected from other locations.

**References:**

The respondent shall provide references for five debris projects of similar size performed over the past seven years. Include the client name, debris quantity, brief summary of work, along with name, address, and phone number of a responsible contact person.

**Capacity:**

Capacity to perform services timely for the CITY is critical and could be impacted by other obligations firms may have in the general area. Provide a listing of all active or pre-event debris contracts with cities, counties, or other entities within 200 miles of the CITY of Key West. Provide current obligations of Respondent, including time schedules and staff committed.

**Fee Schedule:**

Each Proposer must complete and submit the Cost Proposal Form / Unit Price (Table A). Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the CITY at cost without mark-up. Proposer may also include additional, optional positions and services for:

<b><u>POSITIONS</u></b>	<b><u>Required</u></b>	
Principal in Charge	(Y)	(N)
Project Manager	(Y)	(N)
Deputy Project Manager / Operations Manager	(Y)	(N)
Project Coordinator	(Y)	(N)
QC / QA Safety Manager	(Y)	(N)
Data Manager	(Y)	(N)
GIS Analyst	(Y)	(N)
Field Supervisor	(Y)	(N)
Debris Site/Tower Monitors	(Y)	(N)
Collection Monitor	(Y)	(N)
Citizen Drop-Off Site Manager	(Y)	(N)
Data Entry Clerk / Clerical	(Y)	(N)
Billing/Invoice Analysts	(Y)	(N)
Billing Invoice Manager	(Y)	(N)
FEMA Coordinator / Specialist	(Y)	(N)
Public Information Support Manager	(Y)	(N)
Call Center Staff	(Y)	(N)

**Submittal:**

Please submit one (1) "hard copy" original and ten (10) copies on "flash drive" or CD of the proposal, for a total of ten (11) copies. Proposals and copies shall be submitted in a sealed envelope, clearly labeled with RFP Title, date, and company name.

## EVALUATION OF PROPOSALS: DEBRIS REMOVAL MONITORING

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

Proposals submitted will be opened publicly and read aloud at the time and place stated in the RFP.

The City will rank Proposals on the basis of a point system in which evaluation criteria will be applied. An Evaluation Panel will be appointed to review all Proposals for responsiveness and that all required submittals have been included. Any non-responsive Proposals will be rejected.

The Evaluation Panel is subject to the State Law and CITY Rules and Regulations. Florida Statute section 286.011 ("Government in Sunshine Law") requires that any meeting (including telephone conversations) between two or more members of a public board or commission, for the purpose of discussing any matter on which foreseeable action may be taken by the board or commission, must be publicly noticed and open to attendance by the general public.

The Evaluation Panel shall be established as follows:

Chairman:

Reference Verifier:

Contact Person:

Financial/Security Adviser:

Initial Orientation Meeting:

Panel members will receive a copy of each Proposal. The panel will select a Chairman. The Reference Verifier, Contact Person and Financial/Security Adviser will be introduced and their individual responsibilities reviewed with the Panel.

After the initial meeting, each Panel member will independently review the Proposals for scoring in accordance with the established evaluation criteria. Questions or comments a Panel member has relative to any Proposal shall be directed to the Contact Person. Additional meetings of the Panel may be convened to initiate discussions or to develop and direct requests for information to one or more of the Proposers, the Legal Consultant, the Reference Verifier, the Financial and Security Advisor(s), or City staff.

### **Ranking Meetings:**

After the Panel members have completed their individual evaluations, the Panel will reconvene to score and conduct a ranking of the Proposals. The Chairman will total and average the scores of each Panel member and calculate the score for each Proposer. This will establish a numeric ranking for each Proposer based on the Proposal and attachments. Additional meetings of the Panel may be convened if deemed necessary.

### **Final Ranking:**

The Cost Proposal point awards will then be added into the point count assigned at the end of Proposal Evaluation. The Evaluation Panel shall recommend the contract award to the Proposer with the most Cost Proposal points first, and the most Proposal points second. This action will end the duties of the Evaluation Panel.

**Basis of Scoring:**

A ranking of Proposers submitting shall be based on weighted scoring criteria for the Proposals as follows:

<b>GRADING CRITERIA</b>	<b>Max. POINTS</b>
<b>Costs</b>	
1. Staffing Ratio	15
2. Hourly Rates	35
	<b>50</b>
<b>Qualifications and Experience</b>	
3. References on recent projects of a minimum 200,000 C.Y. and scope, including two projects over 1,000,000 CY	2
4. Qualifications of firm and key staff	2
5. Diverse project experience including, ROW, C&D debris, marine debris, private property, structure demolition and vessel removal	6
6. Capacity to respond to major and catastrophic disasters, with few existing pre-event contracts within 200 miles of the City of Key West	6
7. Familiarity of local conditions	2
8. Description of past (within 5 years) and on-going litigation involving proposer and: municipality, subcontractor, etc.	5
	<b>23</b>
<b>Technical Approach / Operations Plan</b>	
9. Documentation of understanding Scope of Work	2
10. Technical Approach / General Operations Plan	2
11. Resources, capacity to perform, and Mobilization Plan	5
12. Ticket quality assurance / quality control program	8
	<b>17</b>
<b>Financial Stability</b>	
13. Years Proposer company has been in business	2
14. Proposer's net worth and working capital	3
15. Size of projects successfully completed in the past 5 years	2
16. Strength of latest financial statement	3
	<b>10</b>
	<b>100</b>

**SCOPE of SERVICES: DEBRIS REMOVAL MONITORING**

**Staff Mobilization:**

When a potential disaster threatens the CITY, the debris monitoring firm will mobilize 24 to 72 hours in advance with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is considered to be the responsibility of the Monitor.

A sample of the mobilization task order is attached as Figure 1.

*SAMPLE*

*SAMPLE*

<b>City of Key West Debris Removal Mobilization Task Order</b>	
<b>Date:</b> _____	<b>Time:</b> _____ <b>Incident / Event:</b> _____
<b>City Declaration Order:</b> _____	<b>Florida Declaration Order No.:</b> _____
<b>Presidential Declaration Order No.:</b> _____	<b>FEMA Incident / Event No.:</b> _____
<b>Contractor:</b> _____	<b>Project Manager:</b> _____
Name of Contractor	Name of Approved PM
<b>Contractor's Estimated Time of Arrival:</b> _____	<b>Number of Crews:</b> _____
<b>1<sup>st</sup> Push Priority Locations:</b>	
<b>Roads:</b> _____	Attach: Map / GPS / GIS
<b>Forecast Amount of Debris:</b> Use Appropriate USACE Model	
Tornado / Hurricane:	
Flood Debris:	
C & D:	
Vegetative:	
. HHW:	

Figure 1

**Field Documentation of Work:**

Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the CITY and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

**Collection Monitoring of Rights-of-Way and Public Property Debris:**

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the temporary debris storage and reduction site (TDSRS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning, and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the CITY.

**Monitor Training:**

Monitor will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no expense to the CITY. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

**Spot Checks and Auditing of Monitors:**

Monitor will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the debris removal contractor.

**Project Mapping:**

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the CITY's information, and FEMA documentation. Monitor will assist the CITY in public communication and will document and relay any citizen complaints for action by the contractor or the CITY.

**Truck Certification:**

Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each TDSRS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

**Quality Control / Quality Assurance, Safety Manager:**

A QA/ QC program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of

documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

**TDSR / Disposal Sites:**

Monitor will provide trained monitors at TDSR and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from TDSR sites through final disposal, if applicable.

**Data Management;**

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the CITY, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the CITY. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

**Public Information Support:**

Monitor may be asked to assist the CITY in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices, and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

**Funding Support:**

The Monitor shall assist the CITY in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the CITY to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the CITY and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist CITY with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the CITY, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist CITY in finding additional funding reimbursement sources related to disaster mitigation.

**Recovery Services:**

The CITY is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative / C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal
- Beach sand sifting / cleaning

**Other Related Services:**

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

**Pre-Storm Coordination:**

Monitor will be prepared to meet with the CITY once prior to June 1<sup>st</sup> of each year to coordinate services for the upcoming storm season. Additionally, Monitor shall meet with the CITY immediately prior to a credible disaster threat. These meetings shall occur at no cost to the CITY and are meant to facilitate increased coordination of efforts, to discuss the CITY's expectations of the Monitor, and to fast track recovery activities when a disaster strikes.

**Safety Meetings and Monitoring Updates:**

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

**Coordination Meetings with Contractor(s):**

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

**Contractor Damages:**

The Monitor may be asked to develop a database application to track and help the CITY manage damages caused by contractors during the debris clearing/removal process damages.

**Status Reports:**

Monitor will provide detailed daily or weekly status reports to the CITY as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.



# ATTACHMENT A

## PROFESSIONAL SERVICES REQUEST FOR PROPOSAL FOR MONITORING OF DEBRIS REMOVAL AND RELATED SERVICES UNIT PRICE PROPOSAL FORM

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

PROPOSAL FROM:

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

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

\_\_\_\_\_

Phone/ Fax: \_\_\_\_\_

To furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of: **Professional Services for Monitoring of Debris Removal and Related Services**, located at various locations within CITY OF KEY WEST, Florida.

To: *CITY OF KEY WEST  
ATTN: CITY CLERK  
525 Angela St.  
P.O. Box 1409  
Key West, FL 33040*

- 1.0 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with CITY in substantially the form as the Contract included in the Proposal Documents to perform all Work and any Additional Services as specified or indicated in the Proposal Documents at the unit prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.
- 2.0 Proposer accepts all of the terms and conditions of the Invitation to Proposal and Instructions to Proposers, including without limitation those dealing with the disposition of Proposal security. The Proposal will remain subject to acceptance for 90 days after the Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of CITY.
- 3.0 In submitting this Proposal, Proposer represents, as set forth in the Contract, that:
  - A. Proposer has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all, which is hereby acknowledged;

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Proposer has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work;
  - C. Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work;
  - D. Proposer has correlated the information known to Proposer, including location of the City in relation to any proposed final disposal sites, information and observations for City's Debris Separation/Reduction and Temporary Debris Management Sites obtained from visits to the Site, any reports and drawings identified in the Proposal Documents, and all additional examinations, investigations, and data provided with the Proposal Documents;
  - E. Proposer has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by the City is acceptable to Proposer;
  - F. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.
- 4.0 Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Proposal; Proposer has not solicited or induced any individual or entity to refrain from Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over City.
- 5.0 Proposer acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Proposals, and final payment for all Unit Price Proposal items will be based on actual services provided, determined as provided in the Contract Documents.
- 6.0** Proposer acknowledges that all unit costs include any necessary insurance and bonds.

**Table A – Unit Price**

Positions	Staffing Ratio	Hourly Rate	Estimated Hours	Extended Cost
Principal In Charge				
Project Manager				
Deputy / Operations Manager				
IT Specialist				
Project Coordinator				
Data Manager				
GIS Analyst				
Field Supervisor				
Debris Site / Tower Monitors				
Collection Monitor				
Citizen Drop Off Site Monitor				
Data Entry Clerk/ Clerical				
Billing / Invoice Analysts				
Billing / Invoice Manager				
FEMA Coordinator / Specialist				
Public Information Support Manager				
Call Center Staff				
<b>Total Estimated Cost</b>				

**Confirmation of Signature of Unit Price Proposal Information**

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

7.0 Proposer’s Information:

The PROPOSER states that they are an experienced CONTRACTOR, providing Debris Monitoring Services and has completed similar Work within the last five years. This information has been provided on Contractor’s Qualifications Statement Attachment D.

8.0 Proposer accepts the provisions of the Contract. If the Proposer takes exception to any of the provisions in the Contract, the Proposer will provide a list of the exceptions under a separate Tab.

9.0 The Proposer is familiar with the terms used in this Proposal and the meanings indicated.

PROPOSAL SUBMITTED on \_\_\_\_\_, 2011.

State Contractor License No. \_\_\_\_\_ . (If applicable)

License Type: \_\_\_\_\_

If Proposer is:  
**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No: \_\_\_\_\_ FAX No.: \_\_\_\_\_

If Proposer is:  
**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No: \_\_\_\_\_ FAX No: \_\_\_\_\_

If Proposer is:  
**A Corporation**

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

(CORPORATE SEAL)

Attest: \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No: \_\_\_\_\_ FAX No: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_

**ATTACHMENT B  
PROPOSER'S TECHNICAL APPROACH /  
GENERAL OPERATIONS PLAN**

A detailed description of how the Proposer would respond to a Hurricane or other event. In the Plan, assume that A Category 2 Hurricane has made landfall on the City of Key West generating the amount of debris described below.

Vegetative Debris	146,000	Cubic Yards
Construction and Demolition Debris	48,000	Cubic Yards
Mixed Debris	6,000	Cubic Yards
White Goods	1,000	Units
House Hold Hazardous Waste	<u>1,000</u>	Pounds
 Total Yards	 200,000	

Proposer's Operations Plan should be very detailed describing:

- Meetings,
- Timeline,
- Equipment to be mobilized,
- Manpower needed,
- Monitoring of collections,
- TMDS operations,
- Demobilization,
- Monitoring site remediation if needed,
- Close out.

Proposer shall include a detailed Safety Plan. Documentation of training for each crewmember must be submitted with the Proposal and updated annually.

## ATTACHMENT C

### PROPOSER'S QUALIFICATIONS STATEMENT FORM

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

1. Please describe your company in detail.

---

---

---

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

---

---

---

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

---

---

---

4. Number of employees:

---

---

---

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

---

---

---

6. Company Identification numbers for the Internal Revenue Service:

---

---

---

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

---

---

---

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

---

---

---

9. What is the last project of this nature or magnitude that you have completed? Please provide project description, reference and cost of work completed.

---

---

---

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

---

---

---

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

11.1.

**Name** \_\_\_\_\_

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

---

**Telephone No.** \_\_\_\_\_

11.2.

**Name** \_\_\_\_\_

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

---

**Telephone No.** \_\_\_\_\_

11.3.

**Name** \_\_\_\_\_

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

---

**Telephone No.** \_\_\_\_\_



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

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

*(Continue list on insert sheet, if necessary.)*

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

---



---

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

Sub Contractor Name	Address	Work to be Performed

*(Continue list on insert sheet, if necessary)*

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

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

PROVIDE LIST IN ATTACHMENT

16. What equipment will you purchase for the proposed work?  
*(Continue list on insert sheet, if necessary)*

---



---

18. What equipment will you rent for the proposed work?  
*(Continue list on insert sheet, if necessary)*

---



---

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

(Continue list on insert sheet, if necessary)

---

---

---

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

---

---

20.1 The correct name of the Proposer is:

---

---

20.2 Insurance

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

---

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

---

---

SUBMITTED BY:

\_\_\_\_\_  
SIGNATURE  
STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
PRINT NAME/ TITLE

) SS.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2011.  
(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

**ATTACHMENT D**

**PROPOSER'S MOST CURRENT FINANCIAL STATEMENT**

**ATTACHMENT E**

**LIST OF AVAILABLE EQUIPMENT AND FACILITIES**

(Including Location)

(List may also be attached.)

EQUIPMENT	TYPE	QUANTITY

## ATTACHMENT F

### STATEMENT THAT PROPOSER IS FAMILIAR CITY'S TDMS SITES

#### SUMMARY OF LOCATIONS FOR TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

**PRIMARY SITES** (*debris storage and reduction*):

1. Truman Waterfront Property approximately 5 acres
2. 5701 College Road approximately 4 acres
3. Wickers Football Field approximately 3 acres

**SECONDARY SITES** (*debris storage only*):

1. Trumbo Road Property approximately 2 acres
2. Indigenous Park approximately 1 acre
3. South Roosevelt Boulevard Bridal Path approximately 4 acres

## **ATTACHMENT G**

### **DESCRIPTION OF AND SAMPLE OF PROPOSER'S TICKETS AND FORMS**

- Sample Load Ticket
- Sample Truck Capacity Certification Form
- Sample Force Labor Ticket
- Description and Print Screens of Proposers Ticket Tracking Data Base

# ATTACHMENT H

## PUBLIC ENTITY CRIMES CERTIFICATION

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

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

\_\_\_\_\_ (print individual's name and title)

for \_\_\_\_\_ (print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_):

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolocontendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

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

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

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

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

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

\_\_\_\_\_  
(DATE)

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

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



PERSONALLY APPEARED BEFORE ME, the undersigned authority

\_\_\_\_\_ who, after first being sworn by me,

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

provided above on this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

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

My commission expires:

**ATTACHMENT I**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA

SS:

COUNTY OF MONROE

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

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

\_\_\_\_\_

(print individual's name and title)

for \_\_\_\_\_

(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

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

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

TITLE: \_\_\_\_\_

sworn and prescribed before me this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
My commission expires:

## ATTACHMENT J

### CONFLICT OF INTEREST STATEMENT

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

---

Persons Name

***Describe the Persons Possible Conflict of Interest***

# ATTACHMENT K

## LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. **Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.**
- b. **Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.**
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - o Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - o Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Current Local Address: \_\_\_\_\_ FAX: \_\_\_\_\_  
(P.O Box numbers may not be used to establish status)

Length of time at this address \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent acknowledging) Name of corporation

or has produced \_\_\_\_\_ as identification  
(type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

Return Completed form with  
Supporting documents to:  
City of Key West Purchasing

\_\_\_\_\_  
Title or Rank

**ATTACHMENT L**

**ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS**

TO: CITY OF KEY WEST

Proposer's Name: \_\_\_\_\_, hereby acknowledge and agree that I/We have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the CITY, its officers, agents, employees, and consultants against any and all legal liability or loss the CITY, its officers, agents, employees, and consultants may incur due to failure to comply with such act.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
PROPOSERS NAME

\_\_\_\_\_  
ATTEST

By: \_\_\_\_\_

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

\_\_\_\_\_  
DATE

**ATTACHMENT M**

**COPY OF STATE OF FLORIDA BUSINESS LICENSE;  
CORPORATE FILINGS; OR  
ARTICLES OF INCORPORATION AS  
REQUIRED BY THE SECRETARY OF STATE, FLORIDA**

## ATTACHMENT N

### MINIMUM REQUIREMENTS FOR EVIDENCE OF INSURABILITY

#### Insurance / Evidence of Insurability

1. CONTRACTOR shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts as specified below, naming the CITY as an additional insured, underwritten by a firm qualified to do business in the State of Florida. CONTRACTOR shall not permit allow any Subcontractor to commence work on its Subcontract until the insurance required of the Subcontractor has been obtained an approved.
2. All insurance policies shall be issued by companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the CITY. The policies or certificates shall provide thirty (30) days prior to cancellation written notices for all of the required insurance policies stated below. All notices shall name the CONTRACTOR and identify the agreement or contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.
3. The status of the CONTRACTOR in the work to be performed outlined in this contract shall be that of an independent Contractor. As such, CONTRACTOR shall properly safeguard against any and all damage, loss or injury to persons or property that may arise, or be incurred in or during the conduct or progress of said work without regard to whether or not CONTRACTOR, its Subcontractors, agents, or employees have been negligent.
4. The CONTRACTOR shall assume all responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons or property arising out of the nature of the work; negligence or failure of its employees and Subcontractors to comply with the Contract Documents; arising from action of the elements or from any unforeseen or unusual difficulty. The CONTRACTOR shall indemnify and save harmless the CITY, and all of its officers, agents and employees from all claims, demands and liabilities of any kind whatsoever in connection with work resulting from any acts of omission or commission chargeable to the CONTRACTOR, its Subcontractors and/or their respective duly authorized servants and/or employees. The CONTRACTOR agrees that the foregoing indemnification clause shall be insured under its Commercial General Liability policy, which must be endorsed to include Contractual Liability. If the CITY deems it necessary, the CONTRACTOR shall produce evidence of claims that have eroded the aggregate limit.
5. WORKER'S COMPENSATION INSURANCE - The CONTRACTOR shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance in compliance with the Compensation law of the State of Florida for all of its employees to be engaged in such work at the site of the project under this Agreement and in case of any such work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by

the CONTRACTOR 's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under Workmen's Compensation Statute, the CONTRACTOR shall provide and shall cause such Subcontractor to provide adequate employer's liability insurance for the protection of such if its employees are not otherwise protected.

6. Contractor's Commercial General Liability Insurance and Automobile Liability Insurance
  - a. The CONTRACTOR 's Commercial General Liability (CGL) shall be in an amount acceptable to the CITY but not less than \$1,000,000.
  - i. Combined Single Limit per occurrence and \$2,000,000 annual aggregate per project. The City of Key West must be named as an additional insured. The coverage must include:
    - a. Commercial Form
    - b. Premises/Operations
7. CONTRACTOR shall maintain products/completed Operations
  - a. Independent Contractors (if any part of the Work is to be subcontracted)
  - b. Broad Form Property Damage
  - c. Personal Injury
  - d. Cross-Liability Coverage
8. CONTRACTOR shall maintain products/completed operations coverage with a combined single limit no less than \$1,000,000 per occurrence of bodily injury/property damage for a period of at least twelve (12) months following final acceptance of Contractor's work by the CITY.
9. The CONTRACTOR's Commercial automobile Liability insurance must provide coverage for owned, non-owned, and hired vehicles and trailers used in connection therewith, with a combined single limit for bodily injury and property damage no less than \$1,000,000 per occurrence, with the City of Key West named as additional insured.
10. The insurance required herein and approval of CONTRACTOR's insurance by the CITY shall not relieve or decrease the liability of the CONTRACTOR hereunder.
11. **SUBCONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE AND VEHICLE LIABILITY INSURANCE** - The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Sub-Paragraph 10.6 hereof, or; (2) to insure the activities of its Subcontractors in its policy, as specified in Sub-Paragraph 10.6 hereof.



12. SCOPE OF INSURANCE AND SPECIAL HAZARDS - The insurance required under Sub-Paragraph 3 and 4 hereof is a minimum to provide adequate protection for the Contractor and its Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the performance of this Contract.
  
13. RENEWAL REQUIREMENTS- If any of the property or casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until those requirements have been met or, at the option of the City of Key West, City of Key West may pay the renewal premium and withhold such payment from any monies due the Contractor.
  
14. CLAIMS- In the event that claims in excess of the insured amounts provided are filed by reason of any operations under the services provided by the Contractor, the amount of excess of such claims, or any portion thereof, may be withheld from payment due until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of Key West.

## **ATTACHMENT O**

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR MONITORING  
DEBRIS REMOVAL AND RELATED SERVICES PROVIDER: COPY OF CONTRACT  
DOCUMENTS**

## **ATTACHMENT P**

**COPY OF THE REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR  
MONITORING DEBRIS REMOVAL AND RELATED SERVICES PROVIDER**