

# **AGENDA**

**City of Key Colony Beach**

**RFQ 2026-01 Professional Architectural and Engineering Services**

**Evaluation Committee Meeting**

Wednesday, May 27<sup>th</sup>, 3:30 PM

Marble Hall, 600 W. Ocean Drive & Via Zoom Conferencing

- 1. CALL TO ORDER and ROLL CALL**
- 2. CITIZEN COMMENTS & CORRESPONDENCE**
- 3. RFQ 2026-01 Professional Architectural and Engineering Services**
  - a. RFQ 2026-01 – Pgs. 1-69
  - b. Addendum – Pg. 70
  - c. Questions & Answers – Pg. 71
  - d. Bid Tabulations – Pg. 72
  - e. Recommendation to Award
- 4. RECOMMENDATION TO THE CITY COMMISSION: Thursday, June 18<sup>th</sup>, 2026 – 3:30 PM**
- 5. ADJOURNMENT**

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Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/89521209732?pwd=Cg3Tqb23jaJ0pmb3L2hxHRQPeaQFoj.1>

Passcode:640342

Phone one-tap:

+13052241968,,89521209732#,,,,\*640342# US

+16469313860,,89521209732#,,,,\*640342# US

Join via audio:

+1 305 224 1968 US

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

Webinar ID: 895 2120 9732

Passcode: 640342

International numbers available: <https://us02web.zoom.us/j/k9BKvwaLm>

# The City of Key Colony Beach, Florida

## REQUEST FOR QUALIFICATIONS

### **RFQ NO. 26-001: PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES**

The City of Key Colony Beach, Florida (hereinafter the "City"), is requesting qualifications from Florida-registered, licensed professional architecture and engineering firms or teams to provide general architecture and engineering services to the City. Responses to this solicitation will be accepted by the City until:

**May 11, 2026, at 3:30 PM ET**

Responses should be submitted by mail, hand delivery or express mail in a sealed envelope with the respondent's name and return address. Responses must include one (1) original and five (5) copies, as well as one (1) electronic version on a thumb drive. The outside of the envelope/box used for the sealed proposals should be marked as follows:

**"DO NOT OPEN"**

**"RFQ NO. 2026-001: PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES"**

**Firm's Name and Address**

Responses should be mailed or delivered to:

**ATTN: JOHN BARTUS, CITY ADMINISTRATOR  
600 W. OCEAN DRIVE  
KEY COLONY BEACH, FL 33051**

**Tel: (305) 289-1212**

**Email: [cityadministrator@keycolonybeach.net](mailto:cityadministrator@keycolonybeach.net)**

Responses are due no later than the time and date specified in the RFQ. Any proposals received after that time and date will not be opened. No responses may be withdrawn or modified after the due date and time. Any individual requiring special assistance must notify [cityadministrator@keycolonybeach.net](mailto:cityadministrator@keycolonybeach.net) in writing 48 hours in advance so that arrangements can be made. Proposals by electronic mail, telephone or transmitted by facsimile (FAX) machine will not be accepted. The City reserves the right to reject any and all proposals if it is deemed to be in the best interest of the City.

Any and all questions concerning this Request for Qualifications should be in writing and emailed to John Bartus at [cityadministrator@keycolonybeach.net](mailto:cityadministrator@keycolonybeach.net) by April 30, 2026 at 4:00 PM ET

Complete RFQ documents and addendum can be downloaded from [www.demandstar.com](http://www.demandstar.com) and at the City website at <https://keycolonybeach.net/>. Respondents are responsible to check for addendums prior to submittal.

## ANTICIPATED SCHEDULE OF EVENTS\*

The tentative schedule of events, relative to this solicitation, shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
Solicitation of RFQ	April 20, 2026
Last day for questions/clarification	April 30, 2026 - 4:00 PM ET
Last day for addendum to be posted	May 4, 2026 - 4:00 PM ET
Submission deadline & Bid Opening	May 18, 2026 - 3:30 PM ET
Evaluation Committee Initial Meeting	May 27, 2026 - 3:30 PM ET
Oral Presentations to Evaluation Committee with Short-listed Firms (if elected by Evaluation Committee)	June 9, 2026 - 3:30 PM ET
Evaluation Committee Determination and Recommendation for Award(s) to City Commission	June 9, 2026 – immediately following oral presentations if any, otherwise 3:30 PM ET
Consideration of Award(s) by City Commission	June 18, 2026 – 3:30 PM ET

Note: All dates and times above are subject to change at the City's discretion.

**Please note that the City reserves the right to reject any and all responses received pursuant to this RFQ 26-001, re-advertise RFQ 26-001, waive informalities, and the City may enter into a contract determined, in the sole discretion of the City, to be in its best interest, in accordance with the Terms and Conditions referenced herein.**

\*Schedule may be subject to change based on operations. Any change will be updated on Demandstar.

## **RFQ NO. 26-001: PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES**

### **1. STATEMENT OF SERVICES**

- 1.1 Pursuant to this Request for Qualifications (“RFQ”) package and in compliance with the Consultant’s Competitive Negotiation Act (“CCNA”), Florida Statutes Section 287.055, 2 Code of Federal Regulations (CFR) Part 200, and all other applicable Federal, State and local regulations, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this RFQ, the City is requesting sealed Qualifications Statements from State of Florida Certified Architecture and Engineering Firms to provide professional architecture and engineering services for work to be performed on a continuing contract basis as required and directed by the City, on its various new construction, remodeling, renovation, life safety, infrastructure, maintenance and repair projects. Firms interested in providing Architecture and Engineering Services (A/E) should have proven experience with Florida local government projects.
- 1.2 Prohibition Against Contracting With Scrutinized Companies. Pursuant to Florida Statutes § 287.135, Firms responding to this solicitation must certify that the Firm is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Additionally, the Firm must certify that it is not on the Scrutinized Companies that Boycott Israel List and is not participating in a boycott of Israel. The City shall have the option to terminate its contract with the Firm if the Firm is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or if the Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 1.3 Trade Secrets. The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:
- “Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:
1. Secret;
  2. Of value;
  3. For use or in use by the business; and
  4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the City will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a

trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency as confidential. Thus, the mere designation of an entire submission as “confidential” will be insufficient to comply with this requirement.

- 1.4 While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.
- 1.5 In the event any record is requested under the Public Records Act, procurement staff will consult with the City’s legal counsel and, if City’s legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City’s counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder’s or proposer’s contract price shall not constitute a trade secret.

## **2. SCOPE OF SERVICES**

- 2.1 The qualified firm(s) engaged shall provide professional architecture and professional engineering services, including but not limited to, design, plan review, permitting, specification development, process evaluation, cost estimation, bid assistance, bid and construction documents, construction management, inspections, etc., as directed by the City on an as-needed basis and as may be requested from time to time by the City. Work will be completed in sufficient detail to enable the City to advertise for and obtain on a competitive basis, the most favorable cost proposals from qualified contractors. Design plans shall meet all applicable Federal, State, County and Local regulatory agency requirements.
- 2.2 Professional services contemplated include cost studies, feasibility studies, traffic studies, other study activities, planning and capital needs assessments, regulatory permitting and compliance, design, consulting, and various services, including but not limited to survey and topography, site development, landscape architecture, traffic analysis, and project management, during construction.
- 2.3 Firms must submit a qualifications proposal that includes both professional architecture and professional engineering disciplines to receive a continuing contract to provide professional continuing contract services to the City. The City will not accept qualifications proposals that are for one discipline only.
- 2.4 The Firm shall be familiar with, and work performed for the City shall conform to and be in compliance with, applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures, and directives.
- 2.5 It is the intent of the City to enter into an agreement with one or more qualified firms for each discipline. The initial term of the agreement(s) shall be for a period of three (3) years with an option to renew for an additional two (2) year term. No representation or guarantee is made by the City as to minimum or maximum dollar value, volume of work, or type of work that any firm will receive during the full term of the agreement.

## **3. REQUIREMENTS**

- 3.1 Firms must meet the following requirements:

- 3.1.1 Experience designing projects for municipal, county, special districts, or other similar governmental agencies in the State of Florida;
- 3.1.2 Experience working with construction firms, as well as with construction management firms participating in both the design and construction phases of projects;
- 3.1.3 Demonstrated experience working in a collaborative team environment with project owner and other stakeholders during the design process;
- 3.1.4 Authorized to do business in the State of Florida and must possess professional service registrations in accordance with applicable statutes, regulations, and rules;
- 3.1.5 Personnel of the Firm must have current licenses in the State of Florida and be in good standing;
- 3.1.6 Firms must be knowledgeable of, and in compliance with, the requirements of all federal, state, and local laws and regulations applicable to the provision of their services;
- 3.1.7 The selected Firm(s) and its (their) subconsultants (if any), will be required to meet the insurance requirements of the City specified in **Exhibit 1: Agreement for Continuing Contract Professional Services**.
- 3.1.8 Firms must provide evidence that they have the following insurance coverages at the time of proposal submission by completing **Attachment "L": Insurance Certificate**. Insurance coverage for the City shall include the following:  
Umbrella liability insurance shall not be less than \$1,000,000 each occurrence and \$1,000,000 aggregate. Professional liability insurance shall have limits of not less than \$1,000,000 each claim, \$2,000,000.00 aggregate.
- 3.1.9 In accordance with Florida law, selected Firms will be required to make sworn Statements regarding Public Entity Crimes and Contingent Fees.
- 3.1.10 If applicable, selected Firms will be required to execute a Truth-in-Negotiation Certificate as required by Section 287.055(5)(a), F.S.
- 3.1.11 Statements of Qualifications must be submitted to the City on or before the time and date and at the place and in the manner indicated in this RFQ; and
- 3.1.12 Costs of participating in the selection process, including presentations to the City, are solely those of the Firm and the City will assume no responsibility for any cost.

**4. STATEMENT OF QUALIFICATIONS SUBMITTAL FORMAT**

- 4.1 All of the components outlined below must be included in responses to this solicitation.
- 4.2 Firms shall submit one (1) original and five (5) exact hard copies in a sealed envelope or container. The outside of the envelope/box used for the sealed proposals should be marked as follows:  
**"DO NOT OPEN"**  
**"RFQ NO. 26-001: PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES"**  
**Firm's Name and Address**
- 4.3 Responses to this solicitation shall be printed on one side of paper, in no less than 11-point font. Submissions of more than 50 pages will not be disqualified; however, clarity, conciseness, and brevity of this document will be an evaluation criterion.
- 4.4 The RFQ Package format must sufficiently address and demonstrate all required components and follow

the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFQ Packages.

4.5 All RFQ Packages must include the following component sections:

- Section 1. Cover Page & Cover Letter**
- Section 2. Company and Staff Qualifications**
- Section 3. Related Experience & References**
- Section 4. Approach to Services and Methodology**
- Section 5. Performance, Quality Control and Cost Control**
- Section 6. Administrative Information**

4.6 **Section 1: RFQ Cover Page (Complete and Submit) and Cover Letter**

4.6.1 The cover letter shall be signed by the President or officer of the responding Firm or, if joint venture, the President/Officer from each member of the joint venture must sign. The cover letter should provide the following:

- Full legal company name;
- Physical street address and mailing address if different than street address (include location address of office that will perform the services under this Contract);
- Primary company phone and fax numbers and email address;
- Company type, i.e., Corporation, Partnership, etc.;
- Listing of Officers;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
- Brief description of business philosophy; and
- Reason for interest in submitting a response to this solicitation.

4.6.2 **Delegation of Authority**

A contract entered on behalf of the Respondent may only be signed by an individual who has been delegated signatory authority.

If the individual signing the required forms for this RFQ is not an officer of the firm, the Respondent must provide, with the submitted proposal, a Letter of Delegation of Authority listing agents of the Respondent authorized to negotiate on behalf of and contractually bind the Respondent.

The Letter of Delegation of Authority must be on company letterhead, be signed with an original signature by an officer of the Responding firm and must list the authorized agent(s) name, title, and limit of authority.

4.7 **Section 2: Company & Staff Qualifications**

4.7.1 In this section, Respondents shall provide documentation to fully demonstrate the experience, education, and abilities of any personnel that shall be performing work under this contract. This may be submitted in the form of resumes for any and all employees who will be performing work, documentation of past or current contracts held by the Respondent for services similar in size, scope, and complexity as those described herein, or any other documentation or information demonstrating the experience and qualifications of the Respondent.

4.7.2 Also in this section, Respondents shall complete and submit the following attachments to

fully demonstrate the firm's qualifications and resources:

- **Attachment "A": Company Organizational Chart.** Submit an Organization Chart reflecting the organization of the company.
- **Attachment "B": Licenses and Certifications.** Complete and submit information on all required and applicable licenses, permits and certifications held by the Respondent as well as Key Personnel.
- **Attachment "C": Team Organizational Chart.** Submit a team organization chart that demonstrates the hierarchy of the Key Personnel that will be responsible for completion of the required services, including names, titles, and organization of the proposed team members.
- **Attachment "D": Key Personnel List.** Submit information to demonstrate the qualifications and experience of personnel shown on the Team Organization Chart who are proposed to perform the scope of work. Brief comprehensive resumes should be provided for each staff member listed.
- **Attachment "E": Proposed Sub-Consultants List.** Respondents may, but are not required to, submit information to demonstrate the qualifications and experience of Sub-Consultants that may be proposed to perform any portion of work specified herein by completing all information. Brief resumes, including any and all licenses/certifications held, should be provided for each Sub-Consultant listed. All proposed Sub-Consultants are subject to approval by the City.

#### 4.8 **Section 3: Related Experience and References**

4.8.1 In this section, Respondents shall submit a written narrative describing any and all contracts or engagements successfully completed in the last seven (7) calendar years including services similar in scope to those described herein.

4.8.2 Respondents must also summarize, describe and demonstrate:

4.8.2.1 **Firm Project Related Experience in Florida:** The firm will be expected to demonstrate its experience with projects similar to that described in the Statement and Scope of Work sections within the last seven (7) years. Particular attention should be given to projects completed with Southeast Florida governmental agencies.

4.8.2.2 **Firm's Governmental Experience:** The firm shall detail experience with other governmental agencies.

4.8.3 Respondents must also complete and submit **Attachment "F": Similar Project References.** Respondents shall provide a list of five (5) project references from individuals, firms, or agencies that have contracted with the respondent to perform services of similar size and scope as those described herein. The information required must include reference company name, date(s) of service, project information, and a contact person name, title, phone number and email address. References should include the primary contacts for the projects listed in the narrative submitted in this section. References shall be checked by City staff for any Respondent the City enters negotiations with, to verify the capability to perform the work, and responsibility to fulfill the requirements of the contract.

#### 4.9 **Section 4: Approach to Services and Methodology**

4.9.1 **Proposed Approach and Methodology.** In this section of the package, Respondents shall provide a written narrative describing the proposed approach and methodology for performing services required for this RFQ. Respondents shall include in this section the

Firm's approach to controlling project costs and timelines, quality control, and best practices. The respondents must also provide a detailed approach to be utilized in managing projects, including but not limited to coordination with other contractors, governmental agencies, and utility companies.

- 4.9.2 **Schedule Control Narrative (Limit 1 page).** Submit a written narrative of the firm's project management methods to establish, monitor, and track the coordination of sub-consultants and ability to meet schedules in a timely manner.

#### 4.10 **Section 5: Performance, Quality Control and Cost Control**

- 4.10.1 **Most Recently Completed Projects.** Complete and submit **Attachment "G": Most Recently Completed Projects.** The last five (5) projects completed by the firm as a prime consultant which may or may not be projects similar in the type, size, and dollar value of the proposed project.

- 4.10.2 Include the Project Name, Original Cost Estimate, Original Completion Date, Final Project Cost, and Final Completion Date. Provide an explanation narrative for projects under/over budget and under/over the initial completion date. Additional pages to support narratives in **Attachment "G"** will be accepted.

#### 4.11 **Section 6: Administrative Information**

- 4.11.1 In this section, respondents shall submit the following Attachments:

- **Attachment "H": Sworn Statement on Public Entity Crimes;**
- **Attachment "I": Conflict of Interest Disclosure;**
- **Attachment "J": Affidavit of Financial Solvency;**
- **Attachment "K": Claims, Liens, & Litigation;**
- **Attachment "L": Certificate of Insurance; and**
- **Attachment "M": Affidavit Regarding Coercion for Labor and Services**
- **Attachment "N": Non-Collusion Affidavit**
- **Attachment "O": Drug Free Workplace Form**
- **Attachment "P": E-Verify Affidavit**
- **Attachment "Q": Debarment Certification**
- **Copies of all Acknowledged (signed) Addenda (as posted).**

### 5. **DETERMINATION OF RESPONSIVENESS**

- 5.1 The City shall make a determination for each Firm as to the responsiveness of the submission to the requirements provided herein. Respondents determined to be non-responsive will be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of an award.
- 5.2 The City reserves the right to waive any minor formality or irregularity in any submission by a Firm. However, any missing information or document(s) that are material to the purpose of the RFQ shall not be waived as a minor formality.

### 6. **EVALUATION OF STATEMENTS OF QUALIFICATIONS**

- 6.1 All submissions that are determined to be responsive to the requirements of this RFQ will be evaluated by an Evaluation Committee of no less than three (3) City representatives.

- 6.2 Evaluators will review and score the responsive submissions individually, with no interaction or communication with any other individual.
- 6.3 The City's Evaluation Committee members will individually rank Firms from highest to lowest in each of the specific evaluation criteria listed below and in **Exhibit 2: RFQ No. 2026-001 Professional Architect and Engineering Services Selection Criteria**.

**Evaluation Criteria:**

- Company & Staff Qualifications
  - Related Experience and References
  - Approach to Services and Methodology and Quality Control
  - Performance, Quality Control and Cost Control
- 6.4 Respondents will be assigned a score that is the sum of their rank in each category by each Evaluation Committee member.
- 6.5 At a public meeting of the City Evaluation Committee, members will discuss submissions and submit their completed evaluation forms. Firms will be assigned a "score" based on the sum of each committee member's rank on their evaluation sheet.
- 6.6 During the evaluation process, the Evaluation Committee may, at its discretion, request firms to make oral presentations either in person, by phone, or by webinar. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have regarding a firm's proposal. Not all firms may be asked to make such oral presentations and subsequently move forward to the final selection process.
- 6.7 The City's Evaluation Committee may consider any evidence available regarding financial, technical, and other qualifications or abilities prior to final ranking.

**7. RECOMMENDATION FOR AWARD**

- 7.1 Recommendations shall be made to the City Commission to enter contracts with one or more firms, based on the order of rankings by the Evaluation Committee, with the intention of coming to an agreement over terms and conditions to award a contract for the services described herein.
- 7.2 The City reserves the right to reject any or all qualifications packages, waive minor formalities or award to/negotiate with all firms whose qualifications package best serves the interest of the City.

**8. GENERAL INSTRUCTIONS**

- 8.1 The contents of a Firm's response to this solicitation may become incorporated into, and a part of, its resulting Contract with the City.
- 8.2 Responses to this solicitation must be typed with the exception of physical signatures. All corrections made by submitting Firms prior to the opening shall be initialed and dated by the Firm. No changes or corrections will be allowed after the solicitation deadline.
- 8.3 **Questions.** Any questions concerning the RFQ should be directed **in writing** to John Bartus, City Administrator [cityadministrator@keycolonybeach.net](mailto:cityadministrator@keycolonybeach.net) no later than April 30, 2026 at 4:00 PM ET Only the responses of the above-identified City official shall be binding, and Firms are advised that no other source of information as to this RFQ is authorized, and no other City official is authorized to explain or interpret the RFQ or to respond to questions related thereto. Responses to all appropriately

submitted questions shall be made by way of the issuance of one or more Addenda/Addendum, which shall be published on the City's website under Public Notices and on [www.demandstar.com](http://www.demandstar.com) by May 4, 2026 at 4:00 PM ET

- 8.4 DURING THE PERIOD BETWEEN THE ISSUANCE OF THIS RFQ AND THE AWARD OF ALL CONTRACTS TO RESULT THEREFROM, RESPONDERS OR POTENTIAL RESPONDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR RESPONSES OR POTENTIAL RESPONSES WITH ANY MEMBER OF THE CITY COMMISSION OR CITY STAFF EXCEPT UPON THE EXPRESS WRITTEN APPROVAL OF THE PERSON DESIGNATED IN SECTION 8.3 ABOVE.

This provision is not meant to preclude bidders from discussing other, unrelated matters with City Commissioners or City staff. This policy is intended to create a level playing field for all potential responders, to assure that contract decisions are made in public, and to protect the integrity of the solicitation process. Its purpose is to stimulate competition, prevent favoritism, and secure the best services, work, and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners of the City.

9. **TERMS AND CONDITIONS:**

- 9.1 The successful Firm shall not discriminate against any person in accordance with Federal, State or Local Law.
- 9.2 It is the sole responsibility of the submitting Firm to ensure proposals are received at the proper place on or before the time and date required, and in the format stated.
- 9.3 The successful Firm will be required to review and comply with all provisions set forth by the State of Florida Department of Environmental Protection in Grant Agreement Number KG011 for the "Ocean Drive Water Quality Improvements Project," and any other current or future federal and state grants the City may receive and for which the successful firm will render services in relation thereto.
- 9.4 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 9.5 The City does not discriminate in admission or access to, or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, disability, or any other reason prohibited by law.
- 9.6 By submitting a response to this solicitation, the submitting entity thereby agrees that it consents to the City contacting any parties referenced in the entity's response including, but not limited to, all project owners and references.
- 9.7 The form of agreement the City intends to use in awarding contracts pursuant to this RFQ is attached hereto as **Exhibit 1: Agreement for Continuing Contract Professional Services**. By submitting a response to this solicitation, the submitting entity acknowledges and agrees that, while the negotiation process will allow for requests to revise any portion of the form of agreement, the City does not

anticipate, and will not favor, substantial revisions to the terms stated therein.

- 9.8 By submitting a response to this solicitation, the submitting entity acknowledges the lobbying prohibitions set forth herein, agrees to ensure its officers, employees, agents, attorneys, and lobbyists understand these prohibitions, and agrees that should it, or any officer, employee, agent, attorney, or lobbyist on its behalf, violate such prohibitions, the submitting entity shall be disqualified from further consideration.

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**REQUIRED SUPPLEMENTAL INFORMATION  
CHECKLIST**

SECTION	RFQ PACKAGE COMPONENTS	CHECK BOX
<b>Section 1</b>	<b>Cover Page &amp; Cover Letter</b>	( )
<b>Section 2</b>	<b>Company &amp; Staff Qualifications</b>	
	Attachment "A": Company Organizational Chart	( )
	Attachment "B": Licenses and Certifications	( )
	Attachment "C": Team Organizational Chart	( )
	Attachment "D": Key Personnel List	( )
	Attachment "E": Proposed Sub-Consultants List, if any	( )
<b>Section 3</b>	<b>Related Experience and References</b>	
	Related Experience Narrative	( )
	Attachment "F": Similar Projects	( )
<b>Section 4</b>	<b>Approach to Services and Methodology</b>	
	Approach to Services and Methodology Narrative	( )
<b>Section 5</b>	<b>Performance, Quality Control &amp; Cost Control</b>	
	Performance, Quality Control & Cost Control Narrative	( )
	Attachment "G": Most Recently Completed Projects	( )
<b>Section 6</b>	<b>Administrative Information</b>	
	Attachment "H": Sworn Statement on Public Entity Crimes	( )
	Attachment "I": Conflict of Interest Disclosure	( )
	Attachment "J": Affidavit of Financial Solvency	( )
	Attachment "K": Claims, Liens, & Litigation	( )
	Attachment "L": Certificate of Insurance	( )
	Attachment "M": Affidavit Regarding Coercion for Labor and Services	( )
	Attachment "N": Non-Collusion Affidavit	( )
	Attachment "O": Drug Free Workplace Form	( )
	Attachment "P": E-Verify Affidavit	( )
	Attachment "Q": Debarment Certification	( )
	Copies of all Acknowledged (signed) Addenda (as posted)	( )

**REQUEST FOR QUALIFICATIONS (RFQ) NO.: 26-001:  
PROFESSIONAL ARCHITECTURE AND  
ENGINEERING SERVICES**

**COVER PAGE**

**SUBMIT ONE (1) ORIGINAL PROPOSAL AND FIVE (5) COPIES IN A SEALED ENVELOPE OR  
CONTAINER TO:**

**ATTN: JOHN BARTUS, CITY ADMINISTRATOR  
600 W. OCEAN DRIVE  
KEY COLONY BEACH, FL 33051**

Tel: (305) 289-1212

Email: [cityadministrator@keycolonybeach.net](mailto:cityadministrator@keycolonybeach.net)

**FULL LEGAL NAME OF COMPANY:** \_\_\_\_\_

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

\_\_\_\_\_  
Mailing Address (Street Address, City, State, Zip Code)

**AUTHORIZED COMPANY REPRESENTATIVE**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Phone Number

**ATTACHMENT "A":**

**COMPANY ORGANIZATIONAL CHART**

(Attach or insert copy here)



**ATTACHMENT "C":**

**TEAM ORGANIZATIONAL CHART**

(Attach or insert copy here)



**ATTACHMENT "E":**

**PROPOSED SUB-CONSULTANTS LIST**

Each Respondent may, but is not required to, provide any and all subconsultants proposed to perform any portion of work specified herein. Attach brief comprehensive resumes, including any and all licenses/certifications held. All proposed sub-consultants are subject to approval by the City.

<b>Division of Work</b>	<b>Name and Address of Sub-Consultant</b>

**ATTACHMENT "F":**

**SIMILAR PROJECT REFERENCES**

Each Respondent must submit a list of five (5) project references from individuals, firms or agencies that have contracted with the respondent in the past seven (7) years to perform services of similar size and scope as those described in this RFQ. The information required shall include the following: reference company name, date(s) of service, project information including name of project, and a contact person name, title, phone number and email address.

**REFERENCE 1.**

<b>Reference Company Name</b>	
<b>Dates of Service</b>	
<b>Project Name and Information</b>	
<b>Primary Contact Name and Title</b>	
<b>Contact Phone Number</b>	
<b>Contact Email Address</b>	

**REFERENCE 2.**

<b>Reference Company Name</b>	
<b>Dates of Service</b>	
<b>Project Name and Information</b>	
<b>Primary Contact Name and Title</b>	
<b>Contact Phone Number</b>	
<b>Contact Email Address</b>	

**REFERENCE 3.**

<b>Reference Company Name</b>	
<b>Dates of Service</b>	
<b>Project Name and Information</b>	
<b>Primary Contact Name and Title</b>	
<b>Contact Phone Number</b>	
<b>Contact Email Address</b>	

**REFERENCE 4.**

<b>Reference Company Name</b>	
<b>Dates of Service</b>	
<b>Project Name and Information</b>	
<b>Primary Contact Name and Title</b>	
<b>Contact Phone Number</b>	
<b>Contact Email Address</b>	

**REFERENCE 5.**

<b>Reference Company Name</b>	
<b>Dates of Service</b>	
<b>Project Name and Information</b>	
<b>Primary Contact Name and Title</b>	
<b>Contact Phone Number</b>	
<b>Contact Email Address</b>	

**ATTACHMENT "G":**

**MOST RECENTLY COMPLETED PROJECTS**

**PROJECT 1**

<b>Project</b>			
<b>Description</b>			
<b>Original Completion Date</b>		<b>Final Completion Date</b>	
<b>Original Construction Cost Estimate</b>		<b>Final Construction Cost</b>	
<b>Brief Explanation of Variances</b>			

**PROJECT 2**

<b>Project</b>			
<b>Description</b>			
<b>Original Completion Date:</b>		<b>Final Completion Date:</b>	
<b>Original Construction Cost Estimate</b>		<b>Final Construction Cost</b>	
<b>Brief Explanation of Schedule Variance</b>			

**PROJECT 3**

<b>Project</b>			
<b>Description</b>			
<b>Original Completion Date:</b>		<b>Final Completion Date:</b>	
<b>Original Construction Cost Estimate</b>		<b>Final Construction Cost</b>	
<b>Brief Explanation of Schedule Variance</b>			

**PROJECT 4**

<b>Project</b>			
<b>Description</b>			
<b>Original Completion Date:</b>		<b>Final Completion Date:</b>	
<b>Original Construction Cost Estimate</b>		<b>Final Construction Cost</b>	
<b>Brief Explanation of Schedule Variance</b>			

**PROJECT 5**

<b>Project</b>			
<b>Description</b>			
<b>Original Completion Date:</b>		<b>Final Completion Date:</b>	
<b>Original Construction Cost Estimate</b>		<b>Final Construction Cost</b>	
<b>Brief Explanation of Schedule Variance</b>			

**ATTACHMENT "H":**

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

**VENDOR SWORN STATEMENT ON PUBLIC ENTITY CRIMES  
FLORIDA STATUTES, SECTION 287.133(3)(a)**

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 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 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:

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 or income among persons when not for fair 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)(a), 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 bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, 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 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 a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_.  
(Type of identification)

State of Florida

District of \_\_\_\_\_

My commission expires:

(Notary Public)

**ATTACHMENT "I":**

**CONFLICT OF INTEREST DISCLOSURE FORM**

**RFQ No 26-001: Professional Architecture and Engineering Services**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a consultant's professional judgment in completing work for the benefit of the City of Key Colony Beach, Florida ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Consultants are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Consultants, therefore, must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s):  
Signature \_\_\_\_\_ Print Name/Title \_\_\_\_\_

Signature \_\_\_\_\_ Print Name/Title \_\_\_\_\_

**ATTACHMENT "J"**

**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title}, (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

\_\_\_\_\_  
Notary Public

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

**ATTACHMENT "K":**

**CLAIMS, LIENS, LITIGATION**

Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subconsultant) or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount, and current status of each Lien.

5. Have you ever abandoned a job, been terminated, or had a performance/surety bond called to complete a job?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_ No \_\_\_\_\_

If not, please explain why?

7. List the status of all pending claims currently filed against your company:

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**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages, or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

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**(Use additional or supplemental pages as needed)**

**ATTACHMENT “L”:**  
**CERTIFICATE OF INSURANCE**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the following requirements as described within the solicitation:

Firms must provide evidence that they have all insurance coverage as specified in attached contract form. Umbrella liability insurance shall not be less than \$1,000,000 each occurrence and \$1,000,000 aggregate. Professional liability insurance shall have limits of not less than \$1,000,000 for each claim and \$2,000,000 aggregate.

Failure to provide proof of current insurance coverage or ability to obtain the required coverage may result in being deemed non-responsive and removed from further consideration.

(Attach or insert copy of “Certificate of Insurance” here)



**ATTACHMENT "N":**  
**THE CITY OF KEY COLONY BEACH, FLORIDA**  
**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ of the city/township/parish  
of \_\_\_\_\_, according to law on my oath, and under penalty of perjury,  
depose

and say that;

1) I am \_\_\_\_\_, the bidder making the Proposal  
for the project described as follows:

\_\_\_\_\_  
\_\_\_\_\_

2) The prices in this bid have been arrived at independently without collusion, consultation,  
communication or agreement for the purpose of restricting competition, as to any matter relating to such  
prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been  
knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening,  
directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person,  
partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge  
that The City of Key Colony Beach, Florida, relies upon the truth of the statements contained in this  
affidavit in awarding contracts for said project.

\_\_\_\_\_  
(Signature of Bidder)

DATED: \_\_\_\_\_

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, (name of individual  
signing) affixed his/her

signature in the space provided above on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

My commission expires:

**ATTACHMENT "O":**

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

\_\_\_\_\_  
(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 CO, 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 893 (Florida Statutes) 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, or 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.

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

\_\_\_\_\_  
Applicant's Signature

**ATTACHMENT "P":**  
**E-VERIFY AFFIDAVIT**

**The City of Key Colony Beach, Florida**

**E-Verify Affidavit**

Beginning January 1, 2021, Florida law requires all contractors doing business with the City of Key Colony Beach, Florida to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at [www.e-verify.gov](http://www.e-verify.gov).

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

\_\_\_\_\_ Date \_\_\_\_\_ (Signature of Authorized Representative)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who,  being personally known or  having produced \_\_\_\_\_ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this

\_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature, NOTARY PUBLIC

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

STAMP/SEAL

**ATTACHMENT "Q":**  
**DEBARMENT CERTIFICATION**  
**DEBARMENT CERTIFICATION**

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
Authorized Signature/Contractor

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Contractor's Firm Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Area Code/Telephone Number

**EXHIBIT 1:**

**AGREEMENT FOR CONTINUING CONTRACT PROFESSIONAL SERVICES**

**NONEXCLUSIVE  
CONTINUING SERVICES AGREEMENT  
BETWEEN  
CITY OF KEY COLONY BEACH, FLORIDA  
AND**

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**THIS AGREEMENT** is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF KEY COLONY BEACH, FLORIDA, a Florida municipal corporation, (the “City”), and \_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as the (the “Consultant”), whose place of business is \_\_\_\_\_.

**WHEREAS**, pursuant to Section 287.055, Florida Statutes, the City issued a Request for Qualifications from qualified firms for architectural and engineering services (RFQ 2026-01); and

**WHEREAS**, the Consultant submitted a proposal dated \_\_\_\_\_, 2026 (“Proposal”), which is attached hereto and incorporated herein by reference, as Exhibit “A,” for certain professional services; and

**WHEREAS**, the City desires to hire the Consultant on a nonexclusive basis to provide continuing architectural and engineering professional services, consulting, and study activities (“Services”) for the City within the basic terms and conditions set forth in this non-exclusive continuing service agreement (hereinafter referred to as “Continuing Services Agreement” or “Agreement”) and the City’s RFQ 2026-01; and

**WHEREAS**, the Consultant and the City, desire to enter into the foregoing Agreement for a period of three (3) years from the execution of same, with an option to renew for an additional two (2) year term, and perform all professional services in connection with the RFQ 2026-01 as described herein and as otherwise needed, on a continuing basis in connection with projects where the estimated construction costs does not exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) and service fees for Study activity for each project will not exceed Five Hundred Thousand Dollars (\$500,000.00); and

**WHEREAS**, the City desires to engage the Consultant to perform the Services and provide the deliverables periodically as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

## **Section 1**     **Definitions**

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1     **Compensation:** The total amount paid by the City to the Consultant for rendering professional services for a specific project, exclusive of reimbursable expenses.

1.2     **Reimbursable Expenses:** The direct non-salary expenses directly attributable to the Project. Reimbursable expenses include application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3     **Specific Project Agreement:** An agreement to provide professional services for architecture, engineering, consulting, and study activities services.

1.4     **Subconsultant Fee:** The direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5     **Mayor:** The Mayor of the City, or his designee.

## **Section 2**     **Specific Projects/Scope of Service**

2.1     In accordance with the Consultants' Competitive Negotiation Act, the Consultant may provide professional services to the City for Specific Projects as authorized from time to time by the City, as authorized by subsection 2.6 hereunder and the City's purchasing regulations. The City reserves the right to select one or more firms to do the Projects.

2.2     When the need for services for a Specific Project occurs, the City may enter into negotiations with the Consultant for that Specific Project under the terms and conditions of this Agreement. The City shall initiate said negotiations by providing the Consultant with a "Scope of Services Request," requesting from the Consultant a proposal to provide professional services for the Specific Project. The Consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The City and the Consultant shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3     The City and the Consultant shall utilize as the agreement for each Specific Project a Standard Project Agreement or an applicable AIA Agreement as the parties may agree ("Project Agreement"). Each supplemental agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation;
- e. The Personnel assigned to the Specific Project;
- f. Any additional contractual requirements for consultant agreements pursuant to Section 287.055, Florida Statutes;
- g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 If the City determines that the Consultant services for a particular Project are needed on an hourly basis in lieu of a lump sum compensation package, the Consultant shall charge the City for professional services at those hourly fees as separately agreed to. The Project Agreement shall specify that the Consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement and issuance of a Notice to Proceed.

2.6 The Mayor is authorized to negotiate and execute Project Agreements for Projects in which the Consultant's services do not exceed that amount as set forth in Section 2-75 of the City Code (currently \$15,000.00). The Consultant's Services shall be performed, completed and submitted to the City as specified in the Project Agreement.

2.7 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. If any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

### **Section 3 Term/Commencement Date**

3.1 **Term of Agreement:** This Continuing Service Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of three (3) years from the execution of same, with an option for the Parties to renew for an additional two (2) year term, unless and until terminated pursuant to Section 3.2, 3.3, or other applicable sections of this Agreement. Each Project Agreement shall specify the period of service agreed by the City and the Consultant for services to be rendered under said Project Agreement.

#### **3.2 Termination for Convenience:**

3.2.0. The City, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.

3.2.1. Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on any Project unless directed otherwise by the Mayor.

3.2.2. In the event of termination by the City, the Consultant shall be paid for all work accepted by the City up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

3.2.3. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

3.3 **Effect on Project Agreement:** Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement.

3.4 **Non-Exclusive Agreement:** Notwithstanding the provisions of Subsection 3.1, the City may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the City under similar agreements. Nothing in this Agreement shall be construed to give the Consultant a right to perform services for any Specific Project.

#### **Section 4 Compensation and Payment**

4.1 Compensation for Services provided by Consultant for each Project shall be in accordance with the approved fixed lump sum (or hourly basis with a not to exceed amount if agreed to by City in accordance with the terms of this Agreement) set forth in the Statement of Work or the Notice to Proceed in the Scope of Services of a Project Agreement. Additions, deletions, revisions, or any combination thereof, may be ordered by the City by Change Order without invalidating the Project Agreement issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order for such Project.

4.2 Travel expenses, whether within or outside of Monroe County, and whether to a Specific Project or otherwise, shall not be reimbursed unless the Consultant has secured advance written authorization for such travel from the City. All approved travel expenses will be reimbursed in accordance with the City's travel policy. Bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

4.3 During the course of each Project, Consultant shall deliver an invoice to City no more than once per month detailing Services completed since the date of the previous invoice period or the commencement of such Project and the amount due to Consultant under the Statement of Work for such Project. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for such Project. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City.

- 4.3.0. Consultant's invoices must contain the following information for prompt payment:
- 4.3.1. Name and address of the Consultant;
- 4.3.2. Purchase Order number;
- 4.3.3. Date of invoice;
- 4.3.4. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
- 4.3.5. Name and type of Services;
- 4.3.6. Timeframe covered by the invoice; and
- 4.4.7. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to \_\_\_\_\_.

## **Section 5      Additional Services and Changes In Scope of Services**

5.1      **Changes Permitted:** Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the City by Change Order without invalidating the Project Agreement.

5.2      **Change Order Defined:** Change Order shall mean a written order to the Consultant executed by the City, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

5.3      **Effect of Executed Change Order:** The execution of a Change Order by the City and the Consultant shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Consultant, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

5.4      **Authority to Execute Changes or Requests for Additional Services:** The Mayor is authorized to negotiate and execute Change Orders, in an amount not to exceed \$15,000.00 per change. Changes which exceed \$15,000.00, shall be approved by the City Commission.

## **Section 6      Subconsultants**

6.1      The Consultant shall be responsible for all payments to any approved subconsultants and shall maintain responsibility for all work related to the Services and/or any Project.

6.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City, which approval shall be granted or withheld in the City's sole and absolute discretion.

**Section 7 City's Responsibilities**

7.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.

7.2. Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

**Section 8 Consultant's Responsibilities; Representations and Warranties**

8.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a Consultant under similar circumstances at the time of performance (the "Standard of Care"). Consultant shall perform its services consistent with the professional skill and care ordinarily provided by other similarly licensed professionals practicing in the same or similar locality under the same or similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of any Project pursuant to this Agreement, it is determined that the Consultant's Deliverables or Services are not in accordance with the Standard of Care, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

8.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

8.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

8.4. Affidavits and certificates pertaining to the matters set forth below are included at the end of this Agreement. Contractor represents and warrants to the City, upon execution and throughout the term of this Agreement that:

- A. Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B. None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- C. Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.; and
- D. Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- E. Contractor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
  - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;
  - (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(ii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default

F. If applicable, Contractor certifies it is in compliance with Section 287.055 requiring that its wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

## **Section 9 Conflict of Interest**

9.1. Consultant shall not engage in work for other clients that will cause a conflict of interest with the provision of services under this Agreement. Any such conflict shall constitute a material breach of this Agreement.

## **Section 10 Performance Bonds**

10.1. If applicable, Performance Bonds shall be required as provided for in Section 255.05, F.S.

## **Section 11 Insurance**

11.1. Consultant shall secure and maintain throughout the duration of this agreement Insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. Except for Workers Compensation/Employer's Liability, Professional Liability and Pollution Liability, insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

11.2. Commercial General Liability coverage with limits of liability of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit, the Products/Completed Operations Liability Aggregate, Personal and Advertising Injury and Each Occurrence limit shall be in the amount of \$1,000,000 each.

11.3. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws.

11.4. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

11.5. Professional Liability Insurance in an amount of One Million Dollars (\$1,000,000.00) per claim, Two Million Dollars (\$2,000,000.00) aggregate.

11.6. If reasonably required by the City due to the requirements of a Specific Project, Pollution Liability Insurance in an amount of \$1,000,000 per claim and in the aggregate. Consultant shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to sudden and accidental release of mold, asbestos, and lead. The policy shall include a minimum limit of not less than \$1,000,000.00 per claim and in the aggregate.

11.7. **Certificate of Insurance**

Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance, Pollution Liability, and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

11.8. **Additional Insured**

Except with respect to Professional Liability Insurance, Pollution Liability Insurance, and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall

contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**Section 12 Nondiscrimination**

During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

**Section 13 Attorney's Fees and Waiver of Jury Trial**

13.1. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

**13.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.**

**Section 14 Indemnification**

14.1. Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's negligent performance or nonperformance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent performance or nonperformance of this Agreement.

14.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

14.3. The provisions of this Section shall survive termination of this Agreement.

**Section 15 Notices/Authorized Representatives**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice

shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Consultant and the City designate the following as the respective places for giving of notice:

City: City Clerk  
City of Key Colony Beach, Florida  
600 W. Ocean Drive  
Key Colony Beach, FL 33051

Copy To: Vernis & Bowling of the Florida Keys, P.A.  
c/o Dirk M. Smits, B.C.S., City Attorney  
81990 Overseas Hwy, 3rd Floor  
Islamorada, FL 33036

Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 16 Governing Law and Venue**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper and exclusively in Monroe County, Florida.

**Section 17 Entire Agreement, Modification and Amendment**

17.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

17.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**Section 18 Ownership and Access to Records and Audits**

18.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions

reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

18.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The City shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

18.3. Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

18.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

18.5. Upon completion of this Agreement or in the event of termination by either party, any or all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Clerk, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

18.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

18.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

18.8. Public Records. City is a public agency subject to Chapter 119, Florida Statutes. To the extent that City is acting on behalf of City pursuant to Section 119.0701, Florida Statutes, City shall:

18.8.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by City were City performing the services under this Agreement;

18.8.2 Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.8.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

18.8.4 Meet all requirements for retaining public records and transfer to City, at no cost, all public records in possession of the City upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY EMAIL AT: CITYCLERK@KEYCOLONYBEACH.NET, OR BY MAIL TO: CITY OF KEY COLONY BEACH, FLORIDA, ATTN: CUSTODIAN OF PUBLIC RECORDS, 600 W. OCEAN DRIVE, KEY COLONY BEACH, FL 33051, OR BY CALLING (305) 289-1212 EXT 2.**

Failure of Contractor to comply with this Section and F.S. §119.0701 shall be deemed a material breach, and the City holding the Contractor in default, termination of the Comprehensive Agreement and/or other legal action.

**Section 19 Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

**Section 20 Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**Section 21 Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**Section 22 Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdiction agencies to perform the Services under this Agreement at its own expense.

**Section 23 Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**Section 24 Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**Section 25 Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**Section 26 Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**Section 27 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

**Section 28 Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

**Section 29 Scrutinized Companies.** Consultant certifies that it and its sub-consultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its sub-consultants are found to have submitted a false certification; or if Consultant, or its sub-consultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

29.1. If this Agreement is for more than one million dollars, Consultant certifies that it and its sub-consultants are also not on the Scrutinized Companies with Activities in Sudan,

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if Consultant, its affiliates, or its sub-consultants are found to have submitted a false certification; or if Consultant, its affiliates, or its sub-consultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

29.2. Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

29.3. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

### **Section 30 E-Verify Affidavit.**

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

### **Section 31 CONTRACT PROVISIONS AND REQUIRED FORM FOR SUBMITTAL WITH PROPOSALS**

Any contracts awarded under this agreement may be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this agreement. The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages are made a part of this agreement if applicable. The three documents noted as requiring signature and submittal with proposal shall be included if applicable.

#### **Contract Provisions**

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. DAVIS BACON ACT
4. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION

5. COPELAND ANTI-KICKBACK ACT
6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. PROCUREMENT OF RECOVERED MATERIALS
10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
11. RETENTION OF RECORDS
12. DEBARMENT AND SUSPENSION - *Requires signature and submittal with proposal*
13. BYRD ANTI-LOBBYING AMENDMENT - *Requires signature and submittal with proposal* Additional Contract Terms – Combined into one document – *Requires signature and submittal with proposal*
14. ACCESS TO RECORDS
15. CHANGES/MODIFICATIONS
16. NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS
17. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS NOT OBLIGATION BY THE FEDERAL GOVERNMENT
18. PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

## **1. REMEDIES FOR BREACH**

In addition to all other remedies included in this FEMA Appendix, Consultant shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Consultant's violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Consultant's services and/or the additional expenses to complete Consultant's services beyond the amounts agreed to in this contract, after Consultant has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

## **2. TERMINATION FOR CAUSE AND CONVENIENCE**

Any Agreement resulting from a procurement activity by Key Colony Beach, Florida (the "CITY") may be terminated by either party for cause, or the CITY for convenience, upon ten (10) days written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the

full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY.

### **3. DAVIS BACON ACT**

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Consultant shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Consultants 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.
- c. Additionally, Consultants are required to pay wages not less than once a week.

### **4. EQUAL EMPLOYMENT OPPORTUNITY**

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

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant 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. The Consultant 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.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or

on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant 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 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 the Consultant's legal duty to furnish information.

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

(5) The Consultant 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.

(6) The Consultant 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.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant 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.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 subconsultant or vendor. The Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant 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 Consultants and subconsultants 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 Consultant debarred from, or who has 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 Consultants and subconsultants 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. COPELAND ANTI-KICKBACK ACT**

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

- a. **Consultant.** The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Consultant or subconsultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant 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 Consultant and subConsultant as provided in 29 C.F.R. § 5.12.

## **6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- a. **Standard.** If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. **Applicability.** This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Consultant for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of

experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

## **7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) Overtime requirements. No Consultant or subconsultant 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.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* City of Key Colony Beach, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subconsultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

**Clean Air Act**

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The Consultant 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.
2. The Consultant agrees to report each violation to City of Key Colony Beach, Florida, and understands and agrees that City of Key Colony Beach, Florida will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act**

1. The Consultant 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.
2. The Consultant agrees to report each violation to the City of Key Colony Beach, Florida, and understands and agrees that City of Key Colony Beach, Florida will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**9. PROCUREMENT OF RECOVERED MATERIALS**

The Consultant agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Consultant shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

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>.

#### **10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

a. In accordance with 2 C.F.R. §200.321, the Consultant/Subconsultant shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. 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;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. 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; and
- vi. Requiring the prime Consultant, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as

“socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Consultant/Subconsultant must take; the requirements do not preclude the Consultant/Subconsultant from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises, does not authorize the Consultant/Subconsultant to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

## **11. RETENTION OF RECORDS**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

**12. SUSPENSION AND DEBARMENT**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant’s 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).

(2) The Consultant 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.

(3) This certification is a material representation of fact relied upon by City of Key Colony Beach, Florida. If it is later determined that the Consultant 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 City of Key Colony Beach, Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_  
Signature of Authorized Certifying Official

\_\_\_\_\_  
Name and Title of Authorized Certifying Official

\_\_\_\_\_  
Date

**14. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)**

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, Consultants must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**  
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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 Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant 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.

\_\_\_\_\_  
Signature of Authorized Certifying Official

\_\_\_\_\_  
Name and Title of Authorized Certifying Official

\_\_\_\_\_  
Date

**ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED  
PROJECTS**

The following clauses will form part of the agreement between City of Key Colony Beach, Florida and the Consultant resulting from this RFQ.

**A. Access to Records:**

The following access to records requirements shall apply to the contract.

1. The Consultant agrees to provide City of Key Colony Beach, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Consultant 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.
4. In compliance with the Disaster Recovery Act of 2018, City of Key Colony Beach, Florida and the Consultant 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.

**B. Changes to the Contract:**

Any changes to the contract between City of Key Colony Beach, Florida and the Consultant modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. Non-use of DHS Seal, Logo, and Flags:** The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

- D. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

- E. No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal

entity, Consultant, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

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

\_\_\_\_\_  
Name and Title of Consultant's Authorized Official

\_\_\_\_\_  
Date



**EXHIBIT 2:**

**RFQ NO. 2026-001**

**PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES  
SELECTION CRITERIA**

*(Bid Review Committee Use Only)*

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

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

<b>Selection Criteria</b>	<b>Point Value Max.</b>	<b>Point Value Awarded</b>
1. Company and Staff Qualifications	30	_____
2. Related Experience and References	30	_____
3. Approach to Services and Methodology	20	_____
4. Performance, Quality Control and Cost Control	20	_____

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

**RFQ 2026-01  
RFQ NO. 2026-001  
PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES  
ADDENDUM 1**

**We were notified of a scrivener's error concerning the Bid Due and Opening date in the RFQ document. The Bid Due and Opening Date is May 18, 2026 at 3:30 PM.**

**RFQ 2026-01**  
**RFQ NO. 2026-001**  
**PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES**  
**QUESTIONS & ANSWERS 1**

**Q: As we read the Scope of Services for the Subject RFQ, we would like to know if the City is looking for the Prime Firm to be qualified on both Engineering and Architecture, or if the architecture requirement can be met via a subconsultant?**

**A: The Prime Firm must be able to be qualified in both architecture and engineering services – subcontracting does not meet the requirements.**


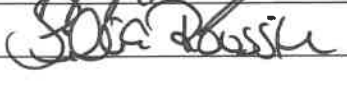
**Bid Tabulation**

**Bid Title:** RFQ 2026-01 Architectural & Engineering Services

**Bid Due Date & Opening:** Monday, May 18th, 2026

**Opened by:** City Administrator John Bartus

**Witnessed by:**

<b>NAME</b>	<b>TITLE</b>	<b>SIGNATURE</b>
Freddie Foster	Mayor	
Silvia Roussin	City Clerk	

**Received bids:**

	<b>COMPANY</b>	<b>TIME OPENED</b>	<b>AMOUNT OF BID</b>
1.	CPH	3:30 PM	Qualifications Received
2.	K2M	3:32 PM	Qualifications Received
3.			
4.			
5.			
6.			
7.			
8.			
9.			