REQUEST FOR PROPOSALS

Bahama Village Community Redevelopment Area Visioning and Capital Projects Work Plan

City of Key West RFP #003-14

Mayor: Craig Cates

Commissioners:

Teri Johnston

Clayton Lopez

Jimmy Weekley

Mark Rossi

Billy Wardlow

Tony Yaniz

Prepared By:
City of Key West
Community Development Services and Planning Department

SUBJECT:	CITY OF KEY WEST REQUEST FOR PROPOSALS 003-14
ISSUE DATE:	July 31, 2104
RESERVATIONS FOR MANDATORY PRE-SUBMITTAL CONFERENCE:	August 15, 2014 Via electronic mail to nmalo@keywestcity.com. Any person with ADA concerns should notify the city so that accessibility concerns for the tour can be assessed.
MANDATORY PRE-SUBMITTAL CONFERENCE:	August 22, 2014 at 1:00 P.M. MLK Pool 306 Catherine Street Key West, FL 33040 Note: The prime respondent's proposed Project Manager must attend the pre-bid meeting.
EMAIL QUESTIONS BY:	September 9, 2014 NO LATER THAN NOON
MAIL OR DELIVER RESPONSES TO:	City Clerk City of Key West 3126 Flagler Avenue Key West, FL 33040
RESPONSES DEADLINE DATE:	September 17, 2104 NO LATER THAN 3:30 PM

ARTICLE 1 - INTRODUCTION

1.1 Purpose

This RFP is designed to provide firms with the information necessary for the preparation of competitive responses. The RFP process is for the City's benefit and is intended to provide the City with competitive information to assist in the selection process. This RFP is not intended to be a comprehensive list of all work and materials necessary to complete the project or supply goods and services. Each firm is responsible for determining all factors necessary for submission of a comprehensive response.

The Consultant shall provide services that involve expertise in community redevelopment land use planning and leveraging of limited economic development funds and assets. The Consultant is responsible for providing technical expertise, a public participation component and deliverables.

1.2 Executive Summary

The City of Key West Planning Department is seeking a consultant to prepare the Bahama Village Community Redevelopment Subarea (BVCRSA) Visioning and Capital Projects Work Plan. The Work Plan shall be for the 2014 – 2040/25 year planning horizon and based on the new vision of the CRA Plan and its specific objectives for the Bahama Village Subarea. The Work Plan shall include a capital projects prioritization, and a long range spending and implementation plan for the subarea with respect to the annual property tax increment finance (TIF) generation and potential available monetary leveraging methods. This Work Plan shall also be in a separately identified section inclusive of but not limited to a highest and best use analysis for the remaining 3.2 acres of the Truman Waterfront Parcel. The highest and best use analysis shall consider economically viable alternatives that create the highest additional tax increment for the site. This analysis shall be in a form and content such that the City may easily identify an alternative as the target for an RFQ or RFP for implementation and construction. As part of both the 2010 CRA Plan and the City's 2011 Strategic Plan the adoption of a Capital Projects Work Plan is required.

The Bahama Village Community Redevelopment Subarea (BVCRSA) is a culturally significant historic district that is mostly built out. The BVCRSA is comprised primarily of residential development interspersed with churches and community facilities. Petronia Street, a mixed use/commercial corridor runs through the BVCRSA and connects the City's main commercial artery (Duval Street) to 3.2 acres of the vacant Truman Waterfront Parcel that is located immediately adjacent to the City's future, 28 acre, Truman Waterfront Park.

The parcel is the largest vacant lot in the CRA and presents a unique opportunity for new development that will generate tax increment growth and provide the residents of the BVCRSA economic and cultural connectivity to the activity generated from/at the Truman Waterfront Park.

1.3 History of the BV TIF

The Community Redevelopment Trust Fund (CRTF) for Bahama Village was established for 30 years in 1992 and extended in 2010 for another 30 years. The Bahama Village CRTF is mostly unencumbered except minor debt service. In 2009, in response to a need for spending oversight, the Bahama Village Community Redevelopment Advisory Committee (BVCRAC) was created to oversee an annual public application process for the use of the CRTF. Since then, the limited Trust Fund has been used to fund small capital projects and a few programs throughout the district. Although, to date projects funded by the CRTF have contributed towards the goal of alleviating blighted conditions, a comprehensive review has not been completed as to how the Objectives identified in the CRA Plan have been accomplished and to what extent specific properties identified in the Finding of Necessity have been improved.

ARTICLE 2 – WORK PRODUCT

2.1 Requirements

The proposal is specific to the Bahama Village Redevelopment Subarea (BVRSA). The Visioning and Capital Project Work Plan (Capital Plan) shall be based on the Objectives of the BVRSA within the Community Redevelopment Plan considering current and projected tax increment revenue for the district. The Visioning and Capital Plan shall also be consistent with the local City Comprehensive Plan, the Strategic Plan, the Capital Improvements Plan and budget, and other budgeted improvements and plans for the district.

2.2 Scope of Work

The successful proposal will demonstrate the firm's expertise in public participation visioning processes and describe a proven track record of working with CRA's, as well as a thorough understanding of land use needs analysis. The firm awarded the contract will be expected to complete the following tasks:

Visioning Process / Public Meetings – Up to six (6) public participation meetings expected through adoption of the Capital Plan. It is anticipated that the visioning process will require up to four (4) of these six (6) meetings.

Deliverables –

1. **Audit – Land Use and Programs**

    a. Audit/Analysis of BVCRA Plan goals and objectives and Finding of Necessity achievements/progress to date and what still remains to be complete.

    b. Identification of specific properties that remain to be redeveloped based on CRA Plan and Finding of Necessity.

    c. A mechanism/product for recording, monitoring and measuring progress incrementally throughout the planning period.

2. **Highest and Best Use with Cost Benefit Analysis**

    a. Highest and best use analysis of public, vacant and underutilized properties within the district with special emphasis on projects that further the objectives of the CRA Plan.

    b. Highest and best use analysis for the Truman Waterfront Parcel.

    c. Possible necessary Future Land Use Map and Zoning Amendments.

3. **Capital Projects and/or Programs Priorities List**

    a. Identify and recommend projects within the BVCRA with highest potential to alleviate/eliminate blight throughout the BVCRA.

    b. Alternatives - Provide a prioritization list that has three (3) (total) alternative courses of action including alternative strategies, methods and schedules for achieving the goals and objectives.

4. **Implementation Program**

    a. A 25-year financial plan including preliminary budgets to implement the Capital Projects and/or Programs using the limited tax increment (CRTF) fund.

    b. Recommend innovative monetary leveraging opportunities through the planning period to implement the Capital Priorities list.

5. **Policy Recommendations**

    a. Identify any new essential policies to implement the existing Plan and/or update the Plan.

6. **Final Report**
    a. **Preparation of Final Draft Report shall include:**

i. Items 1-5 above.

ii. Description of the relationship between Capital Work Plan and other local plans.

iii. A revision and update schedule for the Capital Work Plan.

iv. Maps indicating properties to be served.

v. Performance Criteria – a monitoring program to track performance measures using specific criteria.

vi. Recommendations for incorporating relevant new information and methodologies into the CRA Plan.

vii. Presentation of Findings – Findings presented to BVRAC and CRA with relevant recommendations to be included on the final draft report.

b. Final Reporting and Adoption

a. The Consultant shall present the report and findings to the CRA Board in a public meeting.

2.3 Existing Supporting Documentation available at www.keywestcity.com/CRA/RFP003-14

- 2010 CRA Plan and Finding of Necessity;
- Updated BVCRA Map;
- 1995 and 1998 CRA Plans;
- 2004 Redevelopment Strategy Report for the Truman Waterfront Parcel;
- List of recommended projects that was presented to the BVRAC in 2012 and the resulting priority list;
- 2010 Bahama Village Connectivity Master Plan;
- Spreadsheet of projects funded to date;
- Annual Tax Increment available in the CRTF since inception;
- Debt Service records (till 2019);
- 2010 CRA Plan and 2009 Finding of Necessity;
- 2010 Joint Workshop Summary Report and associated Resolution 10-265;
- Truman Waterfront Park adopted Master Plan;
- Past agendas, minutes and supporting documentation for the projects that have been funded by the TIF can be found at https://keywest.legistar.com/Calendar.aspx.

ARTICLE 3 – RESPONSE INFORMATION

3.1 Response Information

The evaluation of the RFP will be based on a respondent's aptitude, experience, proposed cost and approach to tasks as identified herein by the City.

All respondents must attend a mandatory pre-submittal conference and associated tour of the project area. The prime contractor's Project Manager must be in attendance at the mandatory pre-submittal conference and tour.

Responses should be submitted to the submittal address by the date and time listed in the submission details. The City will not be responsible for submittals that are delinquent, lost, mismarked, sent to an address other than that given above, or sent by mail or courier service. The City reserves the right, after opening the submittal, to reject any or all responses, or to accept the response(s) that in its sole judgment is (are) in the best interest of the City.

All questions from any Proposer regarding the RFP or matters relating thereto must be submitted in writing to Nicole Malo, at nmalo@keywestcity.com no later than **noon on Tuesday, September 9, 2014.** Each question must identify the section number in this RFP for which clarification is being requested. Key West Planning Department will respond to all properly submitted questions at least four (4) business days prior to the date that the Proposals are due. All responses will be sent via email to all persons who have requested a copy of this RFP and furnish Key West Community Development Services and Planning Department with a correct email address.

3.2 Submission Details:

1. **Submit to:**
   City Clerk
   City of Key West
   3126 Flagler Avenue
   Key West, FL 33040

2. **Date/Time:** September 17, 2014 by 3:30 PM

3. **Identification of Responses:**

   Responses shall be submitted in a two (2) sealed envelopes, one within the other, each clearly marked on the outside: **"Request for Proposals # 003-14 / Bahama Village Community Redevelopment Subarea Visioning and Capital Projects Work Plan"** the due date, and the respondent's name.

Project Title: Bahama Village Community Redevelopment Subarea Visioning and Capital Projects Work Plan

Due Date: September 17, 2014

Company: *Company Name*

3.3 Number of Copies:

Applicants shall submit one response marked "Original"; and one (1) copy marked "Copy", and two (2) flash drives, each with PDF file(s) of the full Request for Proposal, including items listed on the cover letter. All contents of a Proposer's submittal shall remain the property of the City.

3.4 Preparation Costs:

The costs of response preparation for both steps in the process are not reimbursable. Response preparation costs are the applicant's total responsibility.

3.5 Authorized Signature:

The initial response must contain the signature of a duly authorized officer or agent of the proposer's company empowered with the right to bind the respondent to the RFP. The respondent must provide evidence of the authority of the officer or agent to bind the respondent.

3.6 License Requirements:

At the time the proposal is submitted, the Contractor must show satisfactory documentation of state licenses (if applicable). Please note that the selected respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

3.7 Post Contractual Restriction:

Each prospective proposer should be aware that the resulting awardee shall be required to execute a Post Contractual Restriction understanding with the City of Key West, to include the selected firm as well as all subconsultants. The provision will restrict the selected firm, and subconsultant(s), from representing itself or clients before the City of Key West City Commission, its agents, boards and committees on all planning related matters during the agreement/contract period of performance and for one (1) year following final approval of the Capital Projects Work Plan.

3.8 Insurance /Indemnification:

The Consultant shall keep in full force and effect at all times during the effective period of any resulting agreement and durations identified within, and at its own cost and expense the following insurance with insurance companies authorized in the State of Florida, with an A.M. Best rating of A or higher and shall provide evidence of such insurance to the City of Key West. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, for all of the required insurance policies stated below. All notices shall name the Consultant and identify the contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be named as "Additional Insureds" as their interests may appear on all policies. All policies are to include a "Waiver of Subrogation" in favor of the City of Key West. Attached hereto as Exhibit A.

3.9 Cone of Silence:

Pursuant to Section 2-773 of the City of Key West Code of Ordinances, as amended, a "Cone of Silence". A cone of silence shall be in effect during the course of a competitive solicitation. Cone of Silence Affidavit is attached hereto under Exhibit B.

3.10 Response Evaluation:

Responses should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on: completeness and clarity of content; consultant's or consultant team's past performance on similar projects; approach; cost estimate; understanding of the project; experience of key personnel; and demonstrated community engagement experience as these issues relate to the consultant or consultant team's aptitude in completing a Community Redevelopment Area Capital Projects Work Plan as the principal basis for evaluation. Evaluation Form, attached hereto as Exhibit C.

3.11 Response Selection:

All complete and responsive submittals will be evaluated by a City Manager appointed selection team at a publicly noticed meeting. The City of Key West reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation. Evaluation and ranking will be accomplished using the Consultant Ranking Form. Only the three (3) highest rated Responses as determined by the City Manager appointed selection team will go forward to the City Commission in ranked order. Each short-listed respondent may be required to make an approximately fifteen minute presentation to the City Commission; the exact length of the presentation is up to the discretion of the Commission and will be determined by them in advance of the scheduled hearing. Final award will be made by the

City Commission, based solely on that response which, in their opinion is in the best interest of the City of Key West, all factors considered, irrespective of the City Manager appointed selection team ranking.

A final contract, including a detailed scope and fee, must be negotiated and then approved by the City Commission. The City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any responses submitted, as well as to reject all responses.

3.12 Response Content:

The City requires the Proposer to submit a concise response clearly addressing all of the requirements outlined in this RFP. Responses must include, at a minimum, the following sections in the order indicated.

1. *Cover Letter* – No more than two pages

2. *Information Page* – Include project name, name of firm (prime) submitting the response, contact information for the person who will act as project manager and contact information for the person who has authority to make representations for the firm, including name, title, address, telephone and fax numbers and email addresses.

3. *Organization Chart* – Show prime consultant, sub-consultants, key personnel, areas of responsibility and location of personnel

4. *Company Information* – Background information about the company and each subcontractor and the services each provides.

5. *Methodology and Approach* – Descriptions which enable the City to assess the proposer's capability to conduct the Visioning and Capital Projects Work Plan in a structured and efficient manner. At a minimum this should include: Project understanding; approach; a scope of services including tasks, deliverables and schedule integrated as part of the technical scope of work.

6. *Cost* – A detailed cost estimate on a task by task basis.

7. *Personnel* – Resumes of the principals(s) assigned to the project and staff personnel, and resumes of the sub-consultants available to support the proposed efforts.

8. *Qualifications* – Description of relevant experience for the prime contractor and each subcontractor connected with providing project work. Experience of team members working successfully together on other similar projects should be included.

9. *Representative Community Redevelopment and Long Range Fiscal Plan Projects and Client References* – Submit descriptions of similar assignments which were conducted by the consultant, including other agency/client's contact name and telephone number.

10. *References* - The Consultant shall provide three references for Community Redevelopment Planning work which have been completed within the last seven years.

Exhibit A

Insurance and Indemnification

Insurance and Indemnification

The Consultant shall keep in full force and effect at all times during the effective period of any resulting agreement and durations identified within, and at its own cost and expense the following insurance with insurance companies authorized in the State of Florida, with an A.M. Best rating of A or higher and shall provide evidence of such insurance to the City of Key West. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, for all of the required insurance policies stated below. All notices shall name the Consultant and identify the contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be named as "Additional Insureds" as their interests may appear on all policies. All policies are to include a "Waiver of Subrogation" in favor of the City of Key West.

The Consultant shall maintain limits no less than those stated below:

1. **Worker's Compensation** – Statutory – in compliance with the Compensation law of the State of Florida. In addition, the Consultant shall obtain Employers' Liability Insurance with limits of not less than:

    - Five Hundred Thousand ($500,000.00) Dollars Bodily Injury by Accident
    - Five Hundred Thousand ($500,000.00) Dollars Bodily Injury by Disease, Policy Limits
    - Five Hundred Thousand ($500,000.00) Dollars Bodily Injury by Disease, each employee

2. **Commercial General Liability** including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation) and no more restrictive than ISO form CG 20 37 (07 04) shall be in an amount acceptable to the City of Key West but not less than One Million ($1,000,000.00) Dollars Combined Single Limit per occurrence and Two Million ($2,000,000.00) Dollars aggregate. The coverage must include:

    - Commercial Form
    - Premises/Operations
    - Products/Completed Operations
    - Independent Consultants (if any part of the Work is to be subcontracted)

- Broad Form Property Damage
- Personal Injury

3. **Business Automobile Liability** Insurance with a minimum limit of liability of One Million ($1,000,000.00) Dollars each occurrence covering all worked performed under this contract. This insurance shall include for bodily injury and property damage the following coverage:

    - Owned automobiles
    - Hired automobiles
    - Non-owned automobiles
    - Location of operation shall be "All Locations"

    In the event Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

4. **Excess/Umbrella Liability** shall have a minimum limit of Two Million ($2,000,000) Dollars per occurrence with an annual aggregate of Two Million ($2,000,000) Dollars. This coverage is to be following form and include the Commercial General Liability and Automobile Liability Policies.

5. **Professional Liability/Errors & Omissions** Insurance with minimum limits not less than One Million ($1,000,000.00) Dollars for professional services rendered in accordance with this contract. The Consultant shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the Consultant shall use his/her best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the Consultant shall notify City Risk Management within thirty (30) days of the change

6. **Scope of Insurance and Special Hazards**

    The insurance requirement contained in the foregoing Paragraphs are a minimum to provide adequate protection for the Consultant, respectively, against damage claims which may arise from operations under this contract, whether such

operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the entity's operation under this contract. The insurance required herein and approval of the Consultant's insurance by the City of Key West shall not relieve or decrease the liability of the Consultant hereunder.

Insurance requirements itemized in this contract and required of the Consultant shall be provided on behalf of all sub-contractors to cover their operations performed under this contract. The Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

7. **Certificates of Insurance**

Certificates of Insurance shall be filed and maintained throughout the life of any resulting Agreement with the City of Key West, P.O. Box 1409, Key West, FL 33041-1409 evidencing the minimum limits of the insurance cited above prior to commencement of work. All insurance certificates shall be received by City Clerk and Department of Risk Management before Consultant will be allowed to commence or continue work (all insurance carriers must have their corresponding AM Best carrier ID listed on the COI) All policies shall provide that they may not be terminated or modified without the insurer providing the City of Key West at least thirty (30) days of advance notice. Additionally, the Consultant shall immediately notify the City of any cancellation of such insurance. The City of Key West reserves the right to review, at any time, coverage, form, and amount of insurance.

8. **Indemnification Agreement**

The following shall be made a provision of any resulting agreement:

To the fullest extent permitted by law, the DESIGN PROFESSIONAL expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the DESIGN PROFESSIONAL, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims

by indemnities for indemnification shall be limited to the amount of DESIGN PROFESSIONAL's insurance or $1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the DESIGN PROFESSIONAL under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the DESIGN PROFESSIONAL or of any third party to whom DESIGN PROFESSIONAL may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED **Design Professional Sample**	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR	X	X				MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS	X	X				BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$,000,000
	EXCESS LIAB / CLAIMS-MADE	X	X				AGGREGATE	$,000,000
	DED / X RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X				E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
	Professional Liability						**Per Claim**	$1,000,000
							Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Key West **P.O. Box 1409** **Key West, FL 33041-1409**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

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

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

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 30

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

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

Schedule

Name of Person or Organization

Mailing Address

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

© Insurance Services Office, Inc., 2008

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

© 1983 National Council on Compensation Insurance.

Exhibit B

Affidavits

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

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

BY:_____

Sworn and prescribed before me this _____ day of _____, 20___

NOTARY PUBLIC, State of Florida

My commission expires:

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to

   by_____
   (print individual's name and title)

   for_____
   (print name of entity submitting sworn statement)

   whose business address is_____

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

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

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statute 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, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

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

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

there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

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

_____ _____

(SIGNATURE) (DATE)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____
(name of individual)

who, after first being sworn by me, affixed his/her signature in the space provided above on this

day of _____, 20__

NOTARY PUBLIC

My commission expires: _____

LOCAL VENDOR CERTIFICATION

Pursuant to City of Key West Code of Ordinances Section 2-798

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

a. *Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.*

b. *Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.*

c. *Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.*

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

Business Name: _____ ____

Phone: _____

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

_____

Email: _____

Length of time at this address: _____

_____ _____

Signature of Authorized Representative Date

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me this _____day of _____, 20___.

By_____, of_____

(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced _____as identification. (type of identification)

_____ _____

Signature of Notary

Print, Type or Stamp Name of Notary

_____

Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

_____

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn and subscribed before me this _____ day of _____ 20___.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

CONE OF SILENCE AFFIDAVIT

Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)

STATE OF _____)

: SS

COUNTY OF _____)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

_____day of _____, 20___.

_____

NOTARY PUBLLIC, State of _____ at Large

My Commission Expires: _____

Sec. 2-773. Cone of Silence.

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

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

(2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.

(3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.

(5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.

(b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

(1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;

(3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and

(4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

(c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;

(2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.

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

(B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

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

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

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

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

(7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or

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

(d) *Procedure.*

(1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.

(3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

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

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.

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

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

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

(Ord. No. 13-11, § 1, 6-18-2013)

Exhibit C

Consultant Ranking Form

CONSULTANT RANKING FORM

Project Name: Bahama Village Community Redevelopment Area Visioning and Capital Projects Work Plan

Project Number: RFP 003-14

Firm _____

Date _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Past Performance on Similar Projects	20	
Approach and Understanding of Project	25	
Experience of all personnel and subconsultants involved	15	
Demonstrated Community Engagement Experience	20	
Cost Proposal	10	
Sub-Total Points	**90**	

References	10	

Total Points	**100**	

Exhibit D

Notice of Advertisement

NOTICE OF ADVERTISEMENT – REQUEST FOR PROPOSALS

NOTICE is hereby given to prospective proposers that responses will be received by the CITY of KEY WEST, FLORIDA by the office of the City Clerk, 3126 Flagler Avenue, Key West, Florida 33040 until **3:30 p.m. on Wednesday, September 17, 2014 for the "Request for Proposals 003-14 / Bahama Village Community Redevelopment Area Capital Projects Work Plan**" in the Office of the City Clerk. Any responses received after the time announced will not be considered.

Scope of Services and Response Documents may be obtained from DemandStar by Onvia at www.demandstar.com/supplier or at www.keywestcity.com/CRA/RFP003-14. One (1) original and one (1) copy of the responses are to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside: **"Request for Proposals 003-14 Bahama Village Community Redevelopment Area Capital Projects Work Plan",** the due date, and the respondent's name, addressed and delivered to:

CITY CLERK, CITY OF KEY WEST, FLORIDA

CITY HALL, 3126 FLAGLER AVENUE

KEY WEST, FLORIDA 33040

At the time of the proposal, the successful Contractor must show satisfactory documentation of state licenses (if applicable).

Any permit and/or license requirement and subsequent costs are located within the response documents. The successful Responder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the response in question. The City may reject responses: (1) for budgetary reasons, (2) if the responder misstates or conceals a material fact in its response, (3) if the response does not strictly conform to the law or is non-responsive to the response requirements, (4) if the response is conditional, or (5) if a change of circumstances occurs making the purpose of the response unnecessary, (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any response.

_____

Sue Snider, Purchasing Agent