THE CITY OF KEY WEST
3126 Flagler Ave
Key West, Florida 33040

February 26, 2015

To: All Prospective Bidders

City of Key West Request for Qualifications #15-002 for Financial Consulting Services to Support the City's Solid Waste System, Wastewater System, Stormwater System, Marinas, and Economic Consulting.

a. Cover letter, one (1) page in length
b. Notice of Advertisement, one (1) page in length
c. Request for Qualifications for Wastewater and Stormwater, six (6) pages in length
d. Request for Qualifications for Solid Waste Systems, six (6) pages in length
e. Anti-Kickback Affidavit, one (1) page in length
f. Public Entity Crimes Certification, three (3) pages in length
g. Equal Benefits for Domestic Partners Affidavit, one (1) page in length
h. Cone of Silence Affidavit, one (1) page in length

Please review your bid package to ensure it contains all of these documents. If not, please contact Sue Snider, City of Key West Purchasing Agent, at (305) 809.3815, immediately, to obtain copies of any missing document(s).

Firms/corporations submitting should ensure that the following documents are completed, certified, and returned as instructed: Anti-Kickback Affidavit; Public Entity Crimes Certification; Equal Benefits for Domestic Partners Affidavit; Cone of Silence Affidavit; and copy of current Occupational License.

THE CITY OF KEY WEST
3104 Flagler Ave
Key West, Florida 33040

SUBJECT: REQUEST FOR QUALIFICATIONS 15-002

FINANCIAL CONSULTING SERVICES TO SUPPORT THE CITY'S SOLID WASTE SYSTEM, WASTEWATER SYSTEM, STORMWATER SYSTEM, MARINAS, AND PROVIDE ECONOMIC CONSULTING

ISSUE DATE: FEBRUARY 26, 2015

PRE BID CONFERENCE: N/A

MAIL BIDS TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVE KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE BIDS MUST BE

RECEIVED: APRIL 2, 2015

NOT LATER THAN: 3:00 P.M.

SUE SNIDER PURCHASING AGENT CITY OF KEY WEST

ses

Enclosures

NOTICE OF ADVERTISEMENT

REQUEST FOR QUALIFICATIONS

Financial Consulting Services to Support the City of Key West Solid Waste System, Wastewater System, Stormwater System, Marinas, and Provide Economic Consulting

REQUEST FOR QUALIFICATION NOTICE is hereby given to prospective Proposers that sealed proposals will be received by the City of Key West, by the office of the CITY CLERK, 3126 FLAGLER AVENUE, KEY WEST, FLORIDA 33040 until 3:00 p.m., on April 2, 2015, for "Request for Qualifications for Financial Consulting Services to support the City's Wastewater and Stormwater Systems" and "Financial Consulting Services to support the City's Solid Waste Systems." Request for Qualifications Proposals will be opened in the Office of the City Clerk, then and there, publicly read aloud. All responses must be received on or before the date and time specified. Any Proposal received after the time announced will not be considered.

DOCUMENTS may be obtained from DemandStar by Onvia at www.demandstar.com or call 800.711.1712 or as a download from the City of Key West website at www.keywestcity.com.

Please submit one proposal marked "Original" and one (1) flash drive electronic copy, enclosed in a sealed envelope, clearly marked on the outside "Request for Qualifications for Financial Consulting Services to support the City's Wastewater and Stormwater Systems" or "Financial Consulting Services to support the City's Solid Waste Systems," respectfully, addressed and delivered to the City Clerk at the address noted above.

The City of Key West reserves the right, at its sole discretion, to accept or reject any and all responses and to waive informalities or irregularities when it is in the best interest of the City to do so.

The City of Key West hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award.

Request for Qualifications 15-002
Financial Consulting Services for Wastewater and Stormwater Systems

A. Introduction

The City of Key West Florida (City) is seeking Financial Consulting Services to support the City's wastewater and stormwater systems. The selected consultant will be contracted for a period of three years with an option, maintained by the City, to renew the contract on a yearly basis for up to two additional years. The selected consultant will perform projects on a task order basis - based on, but not limited to, the services provided in Section D of the Request for Qualifications (RFQ).

B. Proposal Information

The evaluation of the RFQ will be based on a respondent's aptitude to complete the initial tasks as identified herein by the City. Proposals should be submitted to the submission address by the date and time listed in the submission details.

Submission Details:

1. Submit to:

City Clerk
City of Key West
3126 Flagler Ave
Key West, Florida 33040

2. Date/Time:

April 2, 2015
3:00 PM

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 proposals, or to accept the proposal(s) that in its sole judgment is (are) in the best interest of the City. Also, the City will not be responsible for proposals submitted after the specified date and time.

3. Identification of Initial Proposals:

Proposals shall be submitted in a sealed envelope clearly marked on the outside of the envelope with the project title, due date, and company name.

Project Title: Financial Consulting Services for the Wastewater and Stormwater Systems
Due Date:
Company:

C. Additional Information

Number of Copies:

Applicants shall submit one proposal marked "Original" and one (1) flash drive electronic copy. The property shall remain the property of the City.

Proposal Preparation Costs:

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

Authorized Signature:

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

Insurance / Indemnification:

INDIVIDUAL/FIRM Indemnity Language

To the fullest extent permitted by law, the INDIVIDUAL/FIRM expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, 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, caused in whole or in part by any act, omission, or default by INDIVIDUAL/FIRM or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the INDIVIDUAL/FIRM or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by INDIVIDUAL/FIRM for Professional Acts. INDIVIDUAL/FIRM hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of INDIVIDUAL/FIRM'S negligent acts, errors or omissions, or intentional acts in the performance of INDIVIDUAL/FIRM'S services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are

found to be caused by the joint or concurrent negligence of the City of Key West and INDIVIDUAL/FIRM, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under this Agreement 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 INDIVIDUAL/FIRM 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 INDIVIDUAL/FIRM or of any third party to whom INDIVIDUAL/FIRM may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of work.

INDIVIDUAL/FIRM Insurance Language

INDIVIDUAL/FIRM is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the **INDIVIDUAL/FIRM** shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	$1,000,000	Combined Single Limit
General Liability	$2,000,000	Aggregate (Per Project)
	$2,000,000	Products Aggregate
	$1,000,000	Any One Occurrence
	$1,000,000	Personal Injury
	$300,000	Fire Damage/Legal
Professional Liability (if applicable)	$1,000,000	Per Claim/Aggregate
Additional Umbrella Liability	$2,000,000	Occurrence/Aggregate

INDIVIDUAL/FIRM shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at **least as broad as CG 2010 (11/85) or its Equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** INCLUDING A "**Waiver of Subrogation**" clause in favor of City of Key West on all policies. **INDIVIDUAL/FIRM** will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the **INDIVIDUAL/FIRM** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **INDIVIDUAL/FIRM** who is performing any labor, services, or

material under the Contract. Further, **INDIVIDUAL/FIRM** shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	$1,000,000
Bodily Injury by Disease Each Employee	$1,000,000
Bodily Injury by Disease Policy Limit	$1,000,000

If the work is being done on or near a navigable waterway, **INDIVIDUAL/FIRM's** Workers' Compensation policy shall be endorsed to provide **USL&H** Act **(WC 00 01 06 A)** and **Jones Act (WC 00 02 01 A)** coverage if specified by the City of Key West. **INDIVIDUAL/FIRM** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

INDIVIDUAL/FIRM's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

INDIVIDUAL/FIRM will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **INDIVIDUAL/FIRM** will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **INDIVIDUAL/FIRM.**

Proposal Evaluation:

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of contents. The consultant's workload availability and experience in providing financial consulting services will be the principal basis for evaluation. Evaluation process will be completed within forty-five (45) days.

Proposal Selection:

The City reserves the right, without qualification, to:

1. Select based on presentations to the City Commission
2. Select as a basis for written or oral communication with any or all of the companies or individuals when such action is considered to be in the best interest of the City.
3. Reject all proposals.
4. Exercise discretion and apply its judgment with respect to any proposals submitted.

The City may select, based on initial proposals received, without discussion and a final presentation or after detailed discussions, a final presentation, or contract negotiations. A final contract must be negotiated and then approved by the City Commission.

City Staff will be responsible for "short listing" to three (3) Proposers. Final award will be made by the City Commission based solely on that proposal which, in their opinion, is in the best interest of the City of Key West, all factors considered.

The City of Key West reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation, including presentation before the City Commission.

Proposal Content:

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

1. Information Page – Include project name, name of firm submitting the proposal, contact information for the person that will act as project leader 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.
2. Company Information – Background information about the company and the services provided.
3. Methodology and Approach – Descriptions which enable the City to assess the proposer's capability to conduct this study in a structured and efficient manner.
4. Personnel – Resumes of the individual(s) assigned to and staff personnel, and/or sub-consultants available to support the Financial Services to be provided by the City.
5. Qualifications – Description of background experience connected with providing financial consulting services.
6. Representative Financial Services Projects and Client References – Submit descriptions of similar assignments which were conducted by the consultant, including other agency's contact name and telephone number.

a. The Consultant shall provide three references of Financial Consulting Projects which have been completed within the last five years.

D. Anticipated Projects and Assistance

The City seeks to retain a Financial Services consultant to provide wastewater and stormwater Financial Consulting services. Listed below are the initial and additional projects to be completed by the Financial Services Consultant for the City.

Initial Projects:
1. Annual Wastewater Rate Study
2. Annual Stormwater Rate Study

Additional Projects:
1. Capital Financing Support
2. Financial and Compliance Reporting Support
3. Special Rate Determination Assistance (Stormwater)

Term of Contract: Period of three (3) years with an option, maintained by the City, to renew the contract on a yearly basis for up to two (2) years.

BASIS OF AWARD:
City Staff will be responsible for "short listing" to three (3) bidders. Final award will be made by the City Commission based solely on that proposal which, in their opinion, is in the best interest of the City of Key West, all factors considered.

The City of Key West reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation, including presentation before the City Commission.

Request for Qualifications 15-002
Financial Consulting Services for the Solid Waste System

A. Introduction

The City of Key West Florida (City) is seeking Financial Consulting Services to support the City's Solid Waste System. The selected consultant will be contracted for a period of three years with an option, maintained by the City, to renew the contract on a yearly basis for up to two additional years. The selected consultant will perform projects on a task order basis - based on, but not limited to, the services provided in Section D of the Request for Qualifications (RFQ).

B. Proposal Information

The evaluation of the RFQ will be based on a respondent's aptitude to complete the initial tasks as identified herein by the City. Proposals should be submitted to the submission address by the date and time listed in the submission details.

Submission Details:

1. Submit to:

City Clerk
City of Key West
3126 Flagler Ave
Key West, Florida 33040

2. Date/Time:

April 2, 2015
3:00 PM

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 proposals, or to accept the proposal(s) that in its sole judgment is (are) in the best interest of the City. Also, the City will not be responsible for proposals submitted after the specified date and time.

3. Identification of Initial Proposals:

Proposals shall be submitted in a sealed envelope clearly marked on the outside of the envelope with the project title, due date, and company name.

Project Title: Financial Consulting Services for the Solid Waste System
Due Date:
Company:

C. Additional Information

Number of Copies:

Applicants shall submit one proposal marked "Original" and one (1) flash drive electronic copy. The property shall remain the property of the City.

Proposal Preparation Costs:

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

Authorized Signature:

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

Insurance / Indemnification:

INDIVIDUAL/FIRM Indemnity Language

To the fullest extent permitted by law, the INDIVIDUAL/FIRM expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, 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, caused in whole or in part by any act, omission, or default by INDIVIDUAL/FIRM or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the INDIVIDUAL/FIRM or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by INDIVIDUAL/FIRM for Professional Acts. INDIVIDUAL/FIRM hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of INDIVIDUAL/FIRM'S negligent acts, errors or omissions, or intentional acts in the performance of INDIVIDUAL/FIRM'S services, or any of

their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and INDIVIDUAL/FIRM, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under this Agreement 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 INDIVIDUAL/FIRM 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 INDIVIDUAL/FIRM or of any third party to whom INDIVIDUAL/FIRM may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of work.

INDIVIDUAL/FIRM Insurance Language

INDIVIDUAL/FIRM is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the **INDIVIDUAL/FIRM** shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	$1,000,000	Combined Single Limit
General Liability	$2,000,000	Aggregate (Per Project)
	$2,000,000	Products Aggregate
	$1,000,000	Any One Occurrence
	$1,000,000	Personal Injury
	$300,000	Fire Damage/Legal
Professional Liability (if applicable)	$1,000,000	Per Claim/Aggregate
Additional Umbrella Liability	$2,000,000	Occurrence/Aggregate

INDIVIDUAL/FIRM shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at **least as broad as CG 2010 (11/85) or its Equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** INCLUDING A "**Waiver of Subrogation**" clause in favor of City of Key West on all policies. **INDIVIDUAL/FIRM** will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the **INDIVIDUAL/FIRM** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **INDIVIDUAL/FIRM** who is performing any labor, services, or material under the Contract. Further, **INDIVIDUAL/FIRM** shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	$1,000,000
Bodily Injury by Disease Each Employee	$1,000,000
Bodily Injury by Disease Policy Limit	$1,000,000

If the work is being done on or near a navigable waterway, **INDIVIDUAL/FIRM's** Workers' Compensation policy shall be endorsed to provide **USL&H** Act **(WC 00 01 06 A)** and **Jones Act (WC 00 02 01 A)** coverage if specified by the City of Key West. **INDIVIDUAL/FIRM** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

INDIVIDUAL/FIRM's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

INDIVIDUAL/FIRM will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **INDIVIDUAL/FIRM** will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **INDIVIDUAL/FIRM.**

Proposal Evaluation:

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of contents. The consultant's workload availability and experience in providing financial consulting services will be the principal basis for evaluation. Evaluation process will be completed within forty-five (45) days.

Proposal Selection:

The City reserves the right, without qualification, to:

1. Select based on presentations to the City Commission
2. Select as a basis for written or oral communication with any or all of the companies or individuals when such action is considered to be in the best interest of the City.
3. Reject all proposals.
4. Exercise discretion and apply its judgment with respect to any proposals submitted.

The City may select, based on initial proposals received, without discussion and a final presentation or after detailed discussions, a final presentation, or contract negotiations. A final contract must be negotiated and then approved by the City Commission.

City Staff will be responsible for "short listing" to three (3) Proposers. Final award will be made by the City Commission based solely on that proposal which, in their opinion, is in the best interest of the City of Key West, all factors considered.

The City of Key West reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation, including presentation before the City Commission.

Proposal Content:

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

1. Information Page – Include project name, name of firm submitting the proposal, contact information for the person that will act as project leader 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.
2. Company Information – Background information about the company and the services provided.
3. Methodology and Approach – Descriptions which enable the City to assess the proposer's capability to conduct this study in a structured and efficient manner.
4. Personnel – Resumes of the individual(s) assigned to and staff personnel, and/or sub-consultants available to support the Financial Services to be provided by the City.
5. Qualifications – Description of background experience connected with providing financial consulting services.
6. Representative Financial Services Projects and Client References – Submit descriptions of similar assignments which were conducted by the consultant, including other agency's contact name and telephone number.

a. The Consultant shall provide three references of Financial Consulting Projects which have been completed within the last five years.

D. Anticipated Projects and Assistance

The City seeks to retain a Financial Services consultant to provide Solid Waste Financial Consulting services. Listed below are the initial and additional projects to be completed by the Financial Services Consultant for the City.

Initial Projects:
1. Annual Solid Waste Rate Study

Additional Projects:
1. Capital Financing Support
2. Financial and Compliance Reporting Support
3. Special Rate Determination Assistance

Term of Contract: Period of three (3) years with an option, maintained by the City, to renew the contract on a yearly basis for up to two (2) years.

BASIS OF AWARD:

City Staff will be responsible for "short listing" to three (3) bidders. Final award will be made by the City Commission based solely on that proposal which, in their opinion, is in the best interest of the City of Key West, all factors considered.

The City of Key West reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation, including presentation before the City Commission.

REQUEST FOR QUALIFICATIONS

DOCUMENTS

Anti-Kickback Affidavit
Public Entity Crimes Certification
Equal Benefits for Domestic Partners Affidavit
Cone of Silence Affidavit

ANTI-KICKBACK AFFIDAVIT

STATE OF _____
SS:
COUNTY OF _____

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

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

_____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

_____

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

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

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

BY: _____

TITLE: _____

sworn and prescribed before me this _____day of _____ , _____

_____

NOTARY PUBLIC, State of _____
My commission expires:

* * * * * *

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUES, 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 the City of Key West, Florida, by

   _____
   (print individual's name and title)

   for_____
   (print name of entity submitting sworn statement)

   whose business address is_____
   and (if applicable) its Federal Employer Identification Number (FEIN) is _____

   _____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement_____):_____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any 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)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with

the legal power to enter into a binding contract and which 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 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, AND (Please indicate which additional statement applies.)

_____There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(signature)

_____
(date)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this _____day of _____ , 20___.

My commission expires:

_____
NOTARY PUBLIC

PERSONALLY APPEARED BEFORE ME, the undersigned authority

_____ who, after first being sworn by me,

_____ (name of individual) affixed his/her signature in the

space provided above on this _____day of _____ , _____.

_____
NOTARY PUBLIC

_____
Printed Name

My commission expires:
NOTARY PUBLIC

* * * * * *

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

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 _____Florida at Large

My Commission Expires: _____

* * * * * *

CONE OF SILENCE AFFIDAVIT

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 Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

_____ day of _____ 20____.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

* * * * * *