

# REQUEST FOR QUALIFICATIONS



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## **“PARK ENHANCEMENT PROJECT”**

### August 2010

**RFQ 11-001**

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*MAYOR: CRAIG CATES*

COMMISSIONERS:

BARRY GIBSON

MARK ROSSI

BILLY WARDLOW

CLAYTON LOPEZ

JIMMY WEEKLY

TERI JOHNSTON

PREPARED BY  
CITY OF KEY WEST  
COMMUNITY SERVICES

COPY NO. \_\_\_\_\_

CITY OF KEY WEST

KEY WEST, FLORIDA

REQUEST FOR QUALIFICATIONS

for

***“Park Enhancement Project (Nelson English/Willie Ward)”***

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CITY OF KEY WEST  
COMMUNITY SERVICES  
KEY WEST, FLORIDA

August 31, 2010

Copy No.

**ADVERTISEMENT  
REQUEST FOR QUALIFICATIONS  
“Park Enhancement Project (Nelson English/ Willie Ward)”**

REQUEST FOR QUALIFICATION NOTICE is hereby given to prospective Proposers that sealed proposals will be received by the CITY of KEY WEST, FLORIDA by the office of the City Clerk, 525 Angela Street, Key West, Florida 33040 until 3:00 P.M. on November 10, 2010 for “RFQ # 11-001 Park Enhancement Project (Nelson English/ Willie Ward).” Requests for Qualifications will be opened in the Office of the City Clerk then and there and publicly read aloud. Any Proposal received after the time announced will not be considered.

SPECIFICATIONS & BID DOCUMENTS may be obtained from DemandStar by Onvia at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) or call 800-711-1712. Four (4) originals and twelve (12) CD ROMs each with one PDF file of the full Proposal are to be enclosed in a sealed envelope, clearly marked on the outside: “RFQ # 11-001 Park Enhancement Project (Nelson English/ Willie Ward)” containing the Request for Qualifications Proposal provided addressed and delivered to:

CITY CLERK, CITY OF KEY WEST, FLORIDA  
CITY HALL, 525 ANGELA STREET  
KEY WEST, FLORIDA 33040

The Local Agency of 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.

---

Jim Scholl, City Manager

**REQUEST FOR QUALIFICATIONS**  
**“Park Enhancement Project (Nelson English/ Willie Ward)”**

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CITY CLERK, CITY OF KEY WEST, FLORIDA  
CITY HALL, 525 ANGELA STREET  
KEY WEST, FLORIDA 33040

At the time of the bid, the successful Proposer must show satisfactory document of such State licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the Request for Qualification documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The City may reject Proposals: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its bid, (3) if the Proposer does not strictly conform to the law or is non-responsive to Proposal requirements, (4) if the Proposal is conditional, (5) if a change of circumstances occurs making the purpose of the Proposal unnecessary to the City, or (6) if such rejection is in the best interest of the City of Key West.

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

The Local Agency of 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.

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Jim Scholl, City Manager

**REQUEST FOR QUALIFICATIONS**  
**“Park Enhancement Project (Nelson English/ Willie Ward)”**

The City of Key West requires the services of a qualified firm to provide design, architectural, and construction management services for the Park Enhancement Project (Nelson English/ Willie Ward). The services may include but are not limited to planning services, permitting assistance, design services, specialty services, studies and/or architectural letters of opinion, bid and proposal development services, services during construction and oversight of operations and maintenance of facilities.

The project contemplated is the development of bid/construction specification and plans for the enhancement of the Nelson English and Willie Ward Parks located adjacent to the Dr. Martin Luther King Community Center. The parks’ current state does not adequately provide the safe healthy recreation opportunity required for the residents and visitors of Key West. This situation is exacerbated by the current lighting design. The playground, park furnishings, and landscaping also are limiting factors. Improvement to the existing park/ pool area must meet objectives for safety and community enhancement as stated in 1995 Redevelopment Plan, 1998 Update and the Amended and Restated Community Redevelopment Plan of January 5, 2010. The project must also retain the existing recreational space with the proposed improvements. This project must maintain the scale and quality of the predominantly residential character, compliment future development, reduce crime through community crime prevention programs and environmental design, correct surface water management, and implement solar applications which met City energy conservation/ carbon footprint reduction objectives. The proposer will conduct a minimum of two community meetings which are publicly advertised to determine community needs, concerns, and consensus for the project. The City intends to retain one architectural pre-qualified firm to provide the services for the multiphase project over a period of three years. The full design and specifications must be billed and complete by February 1, 2011. Completion of the scope of additional services may extend beyond the agreement’s three-year term, but no minimum amount of service or compensation will be assured to the retained firm. The selected firm will be required to abide by all applicable federal, state and local laws and ordinances.

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

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

Mr. Greg Veliz  
Director of Community Services  
633 Palm Avenue Key West,  
FL 33040 (305) 809-3765  
[gveliz@keywestcity.com](mailto:gveliz@keywestcity.com)

RFQ # 11-001 Park Enhancement Project (Nelson English/ Willie Ward)

## 1. SCOPE OF SERVICES

The scope of services may include, but is not limited to, the following tasks:

Provide comprehensive full-scale architectural, design, surveying, permit preparation, preparing contract specifications, chairing community meetings preparing bid/ construction documents, bid and proposal development services and assisting the City with technical review and ranking of the same to attain qualified contractors for work, construction administration and owner project representation services relating to new construction, permit modification, construction improvements on a locally funded City Park Enhancement Project (Nelson English/ Willie Ward) located in the Bahama Village area of the City of Key West.

Project Areas should address but are not limited to solar engineering, perimeter landscaping, grading corrections, pump station screening, night/ path lighting, park furnishings/ equipment, new play structures, traffic signage, fencing, and a wayfinding program.

## 2. REQUIRED SUBMITTALS

- A. Four (4) originals and twelve (12) CD ROMS with a single PDF file of the full Request for Qualifications Proposal, Anti Kick Back Affidavit (Attachment L), Public Entity Crimes Certification (Attachment M) signed by an authorized agent of the Proposer's Firm submitted in a Separate sealed envelope and clearly marked "Request for Qualifications , Suspension and Debarment form (Attachment N), Disclosure of Lobbying Activities form (Attachment O), Non-Collusion Declaration And Compliance With 49 Cfr §29(Attachment P), Prohibited Interests form(Attachment Q), Indemnification Form (Attachment R) signed by an authorized agent of the Proposers Firm submitted in a sealed envelope and clearly marked Request for Qualifications RFQ # 11-001 Park Enhancement Project (Nelson English/ Willie Ward)
- B. Request for Qualifications Proposals must include the following information:
1. Statement of the Proposers understanding of the work to be performed.
  2. Description of relevant previous experience and projects completed in the last five years.
  3. Names, qualifications and experience of the Proposers key personnel and the Project Manager that would be assigned to the City.
  4. A list of at least 2 references from municipalities and counties for whom the Proposer or its staff has conducted design and consulting projects during the last five years.
  5. Statement of local availability and degree of accessibility to the City, including the location of the Proposers nearest office.

6. An affirmative statement that the Proposer accepts the provisions included in the Request for Qualifications and that the Proposer would have no conflict of interest as described in Section 13 with any party which might effect its providing services under this solicitation and that should any potential or existing conflict of interest arise during the course of the engagement, such conflict shall be communicated to the City immediately. If a conflict of interest arises, the City may elect to terminate any contracts resulting from this solicitation.
7. Proof of Standard Insurance and Liability Requirements
  - a. Workers' Compensation: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employer's Liability with a limit of \$1,000,000.00 each accident.
  - b. Comprehensive General Liability: Coverage shall have minimum limits of \$2,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations; Independent Contractors; Products and/or Completed Operations; Broad Form Property Damage, XCU and a Contractual Liability endorsement.
  - c. Business Auto Liability: Shall have a minimum limit of \$1,000,000 Per Occurrence, Combined Single Limit For Bodily Injury Liability and property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employees Non-Ownership.
  - d. Excess/Umbrella shall have minimum limits of \$2,000,000 per occurrence/aggregate.
  - e. All insurance required shall include a waiver of subrogation as to the Owner, the Contractor, and their respective officers, agents, employees, and subcontractors.
  - f. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements that he or she is required to meet.
8. Proof of Professional Architectural Certificate for the State of Florida
9. If Engineering Services are to be offered, proof of Professional Engineering Certificate for the State of Florida.
10. List of any and all project related Claims or Litigation for the last five years against the Proposer or Proposers subcontractors.
11. A list of current projects and a schedule indicating availability of firm to properly staff the project for the quick turnaround required for this project.
12. MBE/DBE/WBE status

### **3. WARRANTY**

The Proposer selected will be required to warrant to the City of Key West that all work performed will be of good quality, free from fault and defects and in conformance with any Agreement, Task Orders and the Request for Qualifications documents. All work not conforming to these requirements, including substitutions not properly approved and authorized by the City of Key West may be considered defective.

### **4. TERM AND CANCELLATION OF CONTRACT**

The anticipated term of these professional architectural services will be three years. The City reserves the right to cancel the contract without cause with 90 days written notice.

### **5. QUESTIONS, INTERPRETATIONAL ADDENDA**

Prospective Proposers shall promptly notify the City in writing of all conflicts, errors, ambiguities, inconsistencies, or discrepancies that Proposers find in the Request for Qualifications documents.

No verbal inquiries shall be received or responded to. All questions and clarification inquiries from Proposers concerning the Request for Qualifications must be submitted in writing through mail, email, or facsimile transmission. Any written inquiries must be received by the City no later than ten (10) calendar days prior to the scheduled date for receipt of the proposals. Questions will be answered in writing by the City and distributed on Demandstar.

Any questions or requests for clarification should be sent to:

Mr. Greg Veliz  
Director of Community Services  
633 Palm Avenue Key West,  
FL 33040 (305) 809-3765  
[gveliz@keywestcity.com](mailto:gveliz@keywestcity.com)

### **6. PERMITS AND FEES**

The Proposer awarded this project shall procure and pay all permits and licenses, charges and fees and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work except where separately agreed.

### **7. BASIS OF AWARD**

The successful Proposer(s) will have a minimum of 10 years experience in planning, permitting, architectural, design and administration of municipal utilities and facilities. A minimum of 10 years experience and local presence with the State of Florida is preferred.

City staff will open the “Request for Qualifications: Park Enhancement Project (Nelson English/ Willie Ward)” proposals and determine if the Proposals are responsive and contain all the Required Submittals requested.

RFQ # 11-001 Park Enhancement Project (Nelson English/ Willie Ward)



City staff will be responsible for ranking proposals on the basis of a numerical rating point system (Total possible rating is **100 points**) in which evaluation criteria will be applied. The City of Key West reserves the right to ask questions and seek clarification of any or all Proposers as part of its evaluation. Staff will then short-list the proposals and present the short-listed Proposer(s) to the City Commission for approval. Presentations may be required before the City Commission. Once the short listed proposer(s) are approved in rank order by the City Commission, staff will contact the most qualified approved Proposer first and start contract negotiations. If contract negotiations are not successful, staff will end negotiations with the first Proposer and start negotiations with next most qualified Proposer. Final contract award will be made by the City Commission following successful contract negotiations.

The selection committee will shortlist no less than 3 firms, unless less than 3 firms submit proposals. The selection criteria are:

1. Qualifications/ Experience
  - a. Proposer's past performance and experience providing proposed services, including demonstrating relevant experience **10 points**
  - b. Qualifications and experience of Project Manager **5 points**
  - c. Qualifications and experience of Key Personnel assigned to the Project **5 points**
  - d. Qualifications, experience, and past performance of Proposer **5 points**
  - e. Familiarity with local conditions **5 points**
  - f. Description of past (within last 5 years) and on-going litigation involving Proposer and Subcontractors **5 points**
2. Project Management Plan
  - a. Documentation of understanding of Scope of Work and requirements **20 points**
  - b. Proposer's Performance Standards Proposal **5 points**
  - c. Proposer's Equipment Resources **5 points**
  - d. Proposer's resources, capacity to perform **10 points**
  - e. Quality and sufficiency of staffing plan and organizational structure **5 points**
  - f. Safety Plan **5 points**
3. Past performance (Based on Reference Verification)
  - a. Past Performance of Proposer **5 points**
  - b. Past Performance of Proposed Project Manager **5 points**
  - c. Overall satisfaction of Customers **5 points**

Proposal shall be limited to 50 pages sized 8-1/2 x 11 and must be submitted double sided, 25 actual sheets total (including required submittals, tabs and covers).

## **8. MISTAKES**

Proposers must carefully review the Request for Qualifications specifications and instructions. Failure to do so shall be at the Proposers sole risk. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price will prevail and the Proposers total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

## **9. EEO STATEMENT**

The City is committed to assuring equal opportunity in the award of contracts and, therefore, the Proposer must comply with all applicable laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex, including Equal Employment Opportunity ("EEO") and Minority Business Enterprises ("MBE") laws and regulations. The Proposer also must comply with the City's ordinances dealing with these issues.

## **10. AMERICANS WITH DISABILITIES ACT**

The City requires contractors, vendors, or other entities that conduct programs, services or activities on behalf of the City to comply with the requirements of the Americans with Disabilities Act.

## **11. LAP (Federal DOT)**

Not applicable.

## **12. PUBLIC RECORDS**

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

## **13. COST OF PROPOSAL PREPARATION**

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

## **14. CONFLICT OF INTEREST**

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



# PROPOSAL FORMS

The forms on the following pages are to be submitted with the proposal/qualifications.

Attachment "L"

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

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

This sworn statement is submitted to the City of Key West, Florida, by \_\_\_\_\_ (print individual's name and title) for \_\_\_\_\_ (print name of entity submitting sworn statement)

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

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

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

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

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

sworn and prescribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My commission expires:

# Attachment M

## PUBLIC ENTITY CRIMES CERTIFICATION

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

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

\_\_\_\_\_

(print individual's name and title)

for \_\_\_\_\_

(print name of entity submitting sworn statement)

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

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any 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 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment

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

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

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

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

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority \_\_\_\_\_  
\_\_\_\_\_ who, after first being sworn by me, \_\_\_\_\_ (name of individual)  
affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

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

My commission expires:



**ATTACHMENT N:  
SUSPENSION AND DEBARMENT CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:

(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of, \_\_\_\_\_

By \_\_\_\_\_

Authorized Signature/Contractor

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

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

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

\_\_\_\_\_  
Building, Suite Number

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

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



<p><b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI):</i></p> <p style="text-align: center;"><i>(attach Continuation Sheet(s))</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p> <p style="text-align: center;"><i>SF-LLLA, if necessary)</i></p>		
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Telephone No.:</b> _____ <b>Date:</b> _____</p>		
<table border="1" style="width: 100%;"> <tr> <td style="width: 60%; background-color: #e0e0e0;"><b>Federal Use Only:</b></td> <td style="width: 40%;">Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)</td> </tr> </table>		<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)		

Form DEP 55-221 (01/01)

## **INSTRUCTIONS FOR COMPLETION OF SELF DISCLOSURE OF LOBBYING ACTIVITIES**

**This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.**

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**
- 2. Identify the status of the covered Federal action.**
- 3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.**
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.**
- 5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.**
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.**
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.**
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award**

number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form DEP 55-221 (01/01)

**ATTACHMENT: P**

FORM 575-060-13  
RIGHT OF WAY - 05/01

**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ITEM/SEGMENT NO.: \_\_\_\_\_  
F.A.P. NO.: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_  
BID LETTING OF: \_\_\_\_\_, \_\_\_\_\_

I, \_\_\_\_\_,  
hereby

declare that I am \_\_\_\_\_  
(NAME)

of \_\_\_\_\_  
(TITLE)

Of \_\_\_\_\_  
(FIRM)  
\_\_\_\_\_ (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

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

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

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

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible,

or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

**EXCEPTIONS:**

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
NAME AND TITLE PRINTED

BY: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
SIGNATURE

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

***FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE***



**ATTACHMENT: Q**

**Prohibited Interests Form and Notice**

I \_\_\_\_\_ certify that neither \_\_\_\_\_  
(Printed Name) (Title) (Company Name)

nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interests is immediately disclosed to the City of Key West, The City of Key West, with prior approval of the Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City of Key West or the locality relating to such contract, subcontract or arrangement

NOTICE: The FDOT requires the City of Key West to insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer or employee of the Agency or of the locality during this tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a government agency.

\_\_\_\_\_  
**Signature**

**ATTACHMENT R  
CITY OF KEY WEST INDEMNIFICATION FORM**

The Contractor shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: \_\_\_\_\_

SEAL:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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