

RESOLUTION NO. 10-133

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RANKING THE TOP THREE (3) RESPONDENTS TO RFP 10-008, FOR SOLID WASTE CONSULTANTS, TO INCLUDE DEVELOPMENT OF A SOLID WASTE MASTER PLAN; AUTHORIZING STAFF TO NEGOTIATE WITH THE TOP RANKED FIRM AND EACH FIRM THEREAFTER AS NECESSARY UNTIL AN ACCEPTABLE CONTRACT IS AGREED UPON; DIRECTING THE CITY MANAGER TO BRING THE AGREED UPON CONTRACT BACK TO THE COMMISSION FOR APPROVAL; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued RFP 10-008 for Solid Waste Consulting Services, including development of a Solid Waste Master Plan, to which ten firms responded; and

WHEREAS, City staff, at a properly noticed meeting conducted consistent with the "Sunshine Law," ranked the eligible firms based upon specified criteria and "shortlisted" the top three firms responding; and

WHEREAS, at the City Commission meeting of April 6, 2010, the top three firms were each provided with an opportunity to make a presentation before the City Commission determined the final ranking order;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the City Commission accepts staff's shortlist of Respondent firms.

Section 2: That the three top ranked firms as determined in order by the Commission are:

1. KESSLER CONSULTING, INC.
2. MSW CONSULTANTS
3. SCS ENGINEERS

Section 3: That City staff is authorized to negotiate a contract in accordance with the Consultants' Competitive Negotiation Act, starting with the topped ranked firm. The City Manager is directed to bring the contract before the City Commission for approval.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of April, 2010.

Authenticated by the presiding officer and Clerk of the Commission on April 7, 2010.

Filed with the Clerk April 7, 2010.



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

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EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager
E. David Fernandez, Asst. City Manager- Operations
Gary W. Bowman, General Services Dept. Director

FROM: Jay Gewin, Utilities Manager

DATE: March 18, 2010

SUBJECT: **City Commission Ranking of Shortlisted Firms for Solid Waste Consultant to Include the Development of a Solid Waste Master Plan for the City of Key West**

Action statement:

The City Commission will rank the top 3 submittals as established by a Ranking Committee for RFQ 10-008 to serve as Solid Waste Consultant for the City of Key West to include the Development of a Solid Waste Master Plan. The Commission also may request additional presentations by non-shortlisted consultants at a future meeting, or may reject all submittals for the RFQ.

Background:

The City Commission directed Staff to issue an RFQ so that the City could create a Solid Waste Master Plan at its December 3, 2009 meeting. This plan would include:

- 1) *Analysis of the City's current solid waste recycling stream.*
- 2) *Feasibility, budgetary cost, impacts, and how best to enact:*
 - **Composting** (commercial and residential)
 - **Improved Recycle Rates** (commercial and residential) – to include how Key West could comply with the State of Florida's 75% Recycling Goal should it apply to smaller locales in the future.
 - **Pay-as-you Throw** – The concept of billing more for residents that generate the most solid waste.

Key to the Caribbean – Average yearly temperature 77° F

- **Best Management Practices for Solid Waste/Recycling**
 - **E-waste** - to include methods for assurance that all collected e-waste is recycled.
 - **Household Hazardous Waste** – Determine most effective means of collection and recycling of HHW
 - **Effective PR campaign to increase recycling rates**
 - **Other Best Management Practices**
- 3) *Establish a Pathway for the City to Reach Maximum Recovery/Zero Waste, including feasibility and costs.*
 - 4) *Analysis of Current Solid Waste/Recycling Franchise Contracts.*
 - 5) *Analysis of the City's Recycling and Solid Waste Ordinances*
 - 6) *Analysis of the City's Current Solid Waste/Recycling Operations and Staffing Levels*
 - 7) *Commercial Solid Waste/Recycling Billing Class Analysis*
 - 8) *Solid waste/Recycling Fees and Service Comparison to Other Locales*
 - 9) *Consultant will Ensure that the Solid Waste Master Plan Incorporates Key West's Unique Community Dynamics*

City Staff determined that it would be in the City's best interest to draft an RFQ for a Solid Waste Consultant, rather than just for a Master Plan. This way the City will have the option to have the consultant pursue projects in the future should Staff determine that additional information may be needed.

Submittals for RFQ 10-008 were opened on March 3, 2010. A total of 10 firms submitted their qualifications.

Purpose and Justification:

A Ranking Committee was established to review the submittals that consisted of:

- David Fernandez, Asst. City Manager-Operations
- Jay Gewin, Utilities Manager
- Jody Smith-Williams, Key West Resident and Member of G.L.E.E.

The Ranking Committee met in a publicly-advertised meeting on March 18, 2010. The Committee reviewed all ten submittals based on the ranking form that was included in the RFQ package. The three highest ranked firms by the Committee were:

- **Firm # 1** **Kessler Consulting, Inc.**
- **Firm # 2 (Tie)** **MSW Consultants**
- **Firm # 2 (Tie)** **SCS Engineers**

These three firms are considered "shortlisted" and will each make a 10-minute presentation to the City Commission at the April 6, 2010 meeting. The City Commission will base their ranking on which, in their opinion, is in the best interest of the City of Key West, all factors considered.

City Staff will initiate contract negotiations with the top-ranked firm. If Staff is unable to reach a contract agreement with the top-ranked firm, it will begin contract negotiations with the next highest-ranked consultant.

A contract with the top-ranked firm and a task order for the creation of a Solid Waste Master Plan will be submitted to the City Commission for approval at a future meeting.

Options:

- 1) The City Commission can rank the top three solid waste consulting firms as determined by the Ranking Committee. Staff will begin contract negotiations with the top ranked firm.
- 2) The City Commission can request additional presentations be made by consulting firms that submitted proposals, but were not included in the Ranking Committee's shortlist. The Commission would then establish its ranking at a subsequent meeting.
- 3) The City Commission can reject all submittals. Staff would then either re-issue the RFQ or cancel the project.


Financial Impact:

There is no financial impact to the City Commission's ranking of these proposals. Once a consulting firm is selected and enters a contract with the City, task orders will be established for future work, including the Solid Waste Master Plan. As per City purchasing policy, all task orders in excess of \$20,000 will be approved by the City Commission.

Recommendation:

Staff recommends that the City Commission rank the shortlisted firms submitted by the Ranking Committee.

INTEROFFICE MEMORANDUM

To: Jay Gewin, Utilities Manager
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk 
Date: March 3, 2010
Subject: **SOLID WASTE CONSULTING SERVICES; RFQ#10-008**

Attached for your review are copies of the RFQ opened Wednesday, March 03, 2010 at 3:30 p.m. in response to the above referenced project.

1. CDM
1715 North Westshore Boulevard, Suite 875
Tampa, FL 33607
2. Gershman, Brickner & Bratton, Inc.
8550 Arlington Boulevard, Suite 304
Fairfax, VA 22031
3. Kessler Consulting, Inc.
14620 N. Nebraska Avenue., Bldg. D
Tampa, FL 33613
4. MSW Consultants
824 Spring Island Way
Orlando, FL 32828
5. Norton Engineering, LLC
5758 Webster Street
Dayton, OH 45414
6. RCG, Inc. Consulting
7017 S. Atlantic Avenue
New Smyrna Beach, FL 32169
7. R.W. Beck
1000 Legion Place, Suite 1100
Orlando, FL 32801

INTEROFFICE MEMORANDUM

To: Jay Gewin, Utilities Manager
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk
Date: March 3, 2010
Subject: **SOLID WASTE CONSULTING SERVICES; RFQ 10-008**

Attached for your review are copies of the RFQ opened Wednesday, March 03, 2010 at 3:30 p.m. in response to the above referenced project.

8. SCS Engineers
4041 Park Oaks Boulevard, Suite 100
Tampa, FL 33610
9. The Shaw Group
14350 Commerce Way
Miami Lakes, FL 33016
10. URS Corporation
7650 Corporate Center Drive, Suite 401
Miami, FL 33126-1220

Enclosure
CS/amb

**Committee ranking of solid waste consulting proposals
March 18, 2010**

	Kessler	MSW/ HDR	SCS	RW Beck	GBB	Shaw	CDM	URS	RCG	Norton
TOTAL	95	82	82	77	76	75	74.5	63	51.5	48.5
Past Performance on similar projects (15)	15	12	11	12	10	9	11	11	5	6
Firm Experience (20)	18	17	17	16	14	15	15	12	11	8
Current Work Load (5)	5	5	4	4	5	4	5	3	5	4
Experience of Key Personnel (15)	14	11	11	10	11	12	10	8	7.5	7
Firm organization, resources, location (10)	10	8	10	8	8	7	7	7	6	3.5
Knowledge of advanced SW/Recycling technologies, ability to design realistic pathway for Zero Waste/Maximum Recovery (10)	9	9	9	8	6	9	9	7	3	5
Approach/ understanding of project (10)	10	9	7	8	7	9	8	6	6	5
Environmentally Friendly submission (5)	4	4	5	4	5	5	4.5	4	5	5
References (10)	10	7	8	7	10	5	5	5	3	5



kessler consulting inc.
innovative waste solutions

March 18, 2010

Jay Gewin, Utilities Manager
P.O. Box 1409
City of Key West, FL 33041
(transmitted electronically)

Re: **Kessler Consulting's Submittal in Response to
RFQ #10-008 for Solid Waste Consulting Services**

Dear Mr. Gewin:

Thank you for your call earlier today. Had we been aware that Eric Lombardi had made a commitment to the City of Key West not to participate on any team responding to the above referenced RFQ, we certainly would not have included him on our Zero Waste Advisory Team. We are removing Mr. Lombardi from the team and ask that the Evaluation Committee disregard all references to him in our submittal. This in no way impacts the remainder of our submittal or our ability to perform the services requested by the City.

The Kessler Consulting team stands ready to serve the City of Key West. We are eager to work with the City to improve operational efficiencies, enhance cost-effectiveness, and increase overall waste diversion.

Sincerely,

Kessler Consulting, Inc.



Mitch Kessler
President



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

January 28, 2010

To: All Prospective Bidders

City of Key West Request for Qualifications #10-008 for Solid Waste Consulting Services to include the development of a Solid Waste Master Plan.

- a. Cover letter one (1) page in length
- b. Request for Qualifications no more than eight (8) pages in length
- c. Required License one (1) page in length
- c. Anti-Kickback Affidavit one (1) page in length
- d. Public Entity Crimes Certification three (3) pages in length
- e. Request for Qualifications Notice (1) page in length
- f. Consultant Ranking Form (1) page in length

Please review your bid package to ensure it contains all of these documents. If not, 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 and Public Entity Crimes Certification.

For information or questions concerning the proposed work, please contact

Jay Gewin, Utilities Manager
P.O. Box 1409
City of Key West, Florida 33041
Telephone: (305) 809-3902
E-mail: jgewin@keywestcity.com

SUBJECT: REQUEST FOR QUALIFICATIONS 10-008
SOLID WASTE CONSULTING SERVICES TO INCLUDE THE
DEVELOPMENT OF A SOLID WASTE MASTER PLAN

ISSUE DATE: FEBRUARY 2, 2010

PRE BID CONFERENCE: N/A

MAIL BIDS TO: CITY CLERK
CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE
RECEIVED: MARCH 3, 2010

NOT LATER THAN: 3:30 PM



SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

Request for Qualifications 10-008
Solid Waste Consulting Services to Include the Development of a Solid Waste Master Plan

A. Introduction

The City of Key West Florida (City) is seeking Solid Waste Consulting Services to support the City's General Services Dept. 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). One of these task orders will be the creation of a Solid Waste Master Plan for the City of Key West, which will also be described in Section D.

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
525 Angela Street
Key West, FL 33040

2. Date/Time:

March 3, 2010
3:30 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: Solid Waste Consulting Services

Due Date: March 3, 2010 at 3:30 PM

Company:

C. Additional Information

Number of Copies:

Applicants shall submit one proposal marked "Original", 3 (three) copies marked "Copy", and 10 CD-ROMS, each CD-ROM to contain one PDF file of the full proposal. All contents of a Proposer's submittal 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:

The Consultant shall keep in full force and effect at all times during the effective period of this contract, and at its own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A-VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, return receipt requested, 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 added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Consultant. 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. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000) Dollars each accident

2. **Commercial General Liability (CGL)** 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 annual aggregate. The City of Key West must be named as an Additional Insured. 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 per occurrence of One Million (\$1,000,000.00) Dollars Combined Single Limit and no annual aggregate. The City of Key West must be named as an Additional Insured. 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"
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 a minimum limit of One Million (\$1,000,000.00) Dollars.

If contract is awarded, a full copy of this policy is to be provided at signing of contract. Coverage forms for this type of policy vary greatly from carrier to carrier thus making it important to review coverage and exclusions to insure proper coverage is being provided specific to the project.

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

The insurance required under Paragraphs 1, 2, 3, 4, and 5 hereof is 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 Consultant's insurance by the City of Key West shall not relieve or decrease the liability of the Consultant hereunder.

7. Waiver of Subrogation

The insurance required under Paragraphs 1, 2, 3, 4, and 5 hereof shall contain a “Waiver of subrogation” provision whereas the Consultant insurer waives any claim against the City of Key West.

8. Certificates of Insurance

Certificates of Insurance shall be filed and maintained throughout the life of this Contract with the City Clerk evidencing the minimum limits of insurance cited above. All policies shall provide they may not be terminated or modified without 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.

9. Indemnification Agreement

The following **Indemnification Agreement** shall be made a provision of the contract:

Consultant agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Consultant, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Consultant as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

In addition, it is understood if at any time any of the policies required by City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Consultant to furnish, deliver and maintain such insurance as above provided, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Consultant to take out and/or maintain any required insurance shall not relieve the Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification.

Subconsultants

The Consultant may use Subconsultants to provide solid waste consulting services to the City. The list of Subconsultants along with their hourly rates will be included in the City's contract with the Consultant. The Consultant shall obtain written approval from the City prior to changing or adding to the list of Subconsultants and their hourly rates listed in the contract.

The Consultant is as fully responsible to the owner for the acts and omissions of his Subconsultant and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subconsultant and the City. The Subconsultant shall have the same insurance requirements as the Consultant.

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, experience, and aptitude in providing solid waste consulting services will be the principal basis for evaluation. Some additional credit will be given during evaluation to proposers utilizing green concepts in their submittal, such as printing on two sides of a page and utilizing recycled paper in the submittal. The evaluation process will be completed and the shortlisted consultant(s) will be notified by the end of the business day on March 17, 2010. A copy of the ranking form the City will use in reviewing the submittals is included with this RFQ.

Proposal Selection:

The City reserves the right, without qualification, to:

1. Select based on presentations to the City Commission and all available information.
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.

Piggybacking

The successful bidder shall extend the terms and conditions of its contract with the City to other interested governmental entities.

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 develop the Solid Waste Master Plan and to perform any other consulting tasks 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 Solid Waste Consulting Services to be provided to the City.
5. *Qualifications* – Description of background experience connected with providing solid waste consulting services and the creation of a Solid Waste Master Plan.
6. *Representative Solid Waste Consulting Services 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.
 - a. The Consultant shall provide three references of Solid Waste Consulting Projects which have been completed within the last five years.

D. Anticipated Projects and 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.

The City wants to retain a Solid Waste Services Consultant to create a Solid Waste Master Plan for the City of Key West, and also perform other various tasks as may be requested by City Staff. All

work performed by the Solid Waste Consultant will be within the scope of work established within a task order for a given project. Listed below are the components that the City will require to be included in its Solid Waste Master Plan:

The City of Key West Solid Waste Master Plan shall include the following. *The Master Plan must include feasibility for all new or expanded programs along with all projected costs both now and in the future:*

1) *Analysis of the City's current solid waste/recycling stream. This would include:*

- Total tons of solid waste and recycling material generated per resident and visitor
- Waste composition study covering seasonal variations
- Commercial vs. residential analysis of solid waste and recycling, both in terms of tonnage and composition
- Amount and analysis of locally-generated construction and demolition debris
- Variances in each of these according to season

2) *Feasibility, budgetary cost, impacts, and how best to enact:*

- **Composting** (commercial and residential)
- **Improved Recycle Rates** (commercial and residential) – to include how Key West could comply with the State of Florida's 75% Recycling Goal should it apply to smaller locales in the future.
- **Pay-as-you Throw** – The concept of billing more for residents that generate the most solid waste.
- **Best Management Practices for Solid Waste/Recycling**
- **E-waste** - to include methods for assurance that all collected e-waste is recycled.
- **Household Hazardous Waste** – Determine most effective means of collection and recycling of HHW
- **Effective PR campaign to increase recycling rates**
- **Other Best Management Practices**

3) *Establish a Pathway for the City to Reach Maximum Recovery/Zero Waste, including feasibility and costs.*

4) *Analysis of Current Solid Waste/Recycling Franchise Contracts.* The consultant shall provide recommendations for amendments or concepts to be included in a future renegotiation of the present contracts or future request-for-proposals to improve the solid waste/recycling program and service.

- 5) *Analysis of the City's Recycling and Solid Waste Ordinances*
- 6) *Analysis of the City's Current Solid Waste/Recycling Operations and Staffing Levels*
- 7) *Commercial Solid Waste/Recycling Billing Class Analysis* – This is the concept of structuring commercial solid waste/recycling billing according to type of solid waste/recycling generated. For example, lighter weight office waste/recycling versus heavier waste/recycling from restaurants and bars, along with a corresponding billing structure to maximize recycling participation.
- 8) *Solid waste/Recycling Fees and Service Comparison to Other Locales* - Both regional and for communities as similar in size to Key West as possible.
- 9) *Consultant will Ensure that the Solid Waste Master Plan Incorporates Key West's Unique Community Dynamics, Including:*
 - High volume of visitors
 - Transient nature of many residents within our community
 - Limited land availability/high cost of land
 - Distance to mainland
 - Local business community primarily centered on tourism-based businesses
 - Space limitations for many businesses
 - Possibilities for "economy of scale" partnerships with neighboring cities/counties in region
 - Unique subtropical island environment with coral reef
 - Historic Old Town in National Register of Historic Places

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.

REQUIRED LICENSE

City of Key West Business Tax Receipt – General Services as a Consultant

ANNUAL COST NOT TO EXCEED \$98.70

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 bid 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 _____, 2010

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
_____ 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

My commission expires:

REQUEST FOR QUALIFICATIONS

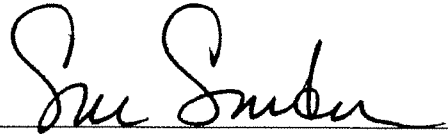
NOTICE is hereby given to prospective bidders that sealed bids will be received by the CITY of KEY WEST, FLORIDA by the office of the City Clerk, 525 Angela Street, Key West, Florida 33040 until 3:30 March 3, 2010 for the "Request For Qualifications 10-008 – Solid Waste Consulting Services to Include the Development of a Solid Waste Master Plan" in the Office of the City Clerk then and there and publicly read aloud. Any bid received after the time announced will not be considered.

SPECIFICATIONS AND BID DOCUMENTS may be obtained from DemandStar by Onvia at www.demandstar.com/supplier or call toll-free at 1-800-711-1712. One (1) original , three (3) copies, and 10 CD-ROMS, each CD-ROM to contain one PDF file of the full proposal are to be enclosed in a sealed envelope, clearly marked on the outside: **"Request For Qualifications # 10-008– Solid Waste Consultant**, addressed and delivered to:

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

At the time of the award, the successful Bidder must show satisfactory document of such State, County and City licenses as would be required.

Any permit and/or license requirement and subsequent costs are located within the bid documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the bid in question. The City may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid 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 proposal.



Sue Snider, Purchasing Agent

CONSULTANT RANKING FORM

Project Name Solid Waste Consultant

Project Number RFQ 10-008

Firm _____

Date _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Past Performance on similar projects	15	
Firm Experience	20	
Current Work Load	5	
Experience of Key Personnel	15	
Firm Organization, resources and location	10	
Knowledge of Advanced Solid Waste/Recycling Technologies and Ability to Design a Realistic Pathway for the City to Reach Zero Waste/Maximum Recovery	10	
Approach and Understanding of Project	10	
Environmentally-Friendly submission	5	
Sub-Total Points	90	

References	10	
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Total Points	100	
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