

Attachment A
RFP #005-11



THE CITY OF KEY WEST

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

February 9, 2011

**RE: City of Key West Request for Proposals (RFP) #005-11
Evaluation and Appraisal Report Amendments to the Comprehensive Plan**

Dear Prospective Respondents to the Request for Proposals (RFP):

The City of Key West is seeking qualified firms to complete an update to the Comprehensive Plan. This Request for Proposals (RFP) contains the following information pertaining to the request:

1. One cover sheet which is one (1) page in length;
2. The Request for Proposals which is 16 pages in length and which contains important information on deadlines, a mandatory pre-response meeting and description of response content requirements, as well as the following forms: Anti-Kickback Affidavit one (1) page in length; Public Entity Crimes Certification three (3) pages in length; Local Vendor Certification one (1) page in length; Notice of Advertisement (1) page in length; and a Consultant Ranking Form (1) page in length.

Please review your response package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent, at ssnider@keywestcity.com immediately, to obtain copies of any missing document(s). At the time the proposal is submitted, the successful Responder must show satisfactory documentation of state licenses (if applicable). Please note that the winning respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

Respondents must attend a mandatory pre-response meeting. In addition, responses must contain the following complete (and certified, if applicable) documents:

1. A cover letter no more than two (2) pages in length
2. Responses to the RFP including an information page, organization chart, methodology and approach, scope and cost estimate, schedule, company information, personnel, qualifications, and references no more than 125 pages in length
3. Anti-Kickback Affidavit one (1) page in length for each firm involved in the response
4. Public Entity Crimes Certification three (3) pages in length
5. Local Vendor Certification one (1) page in length
6. Notice of Advertisement one (1) page in length

Page 2

City of Key West Request for Proposals (RFP) #005-11

Please submit any questions regarding this RFP in writing via electronic mail to Sue Snider, City of Key West Purchasing Agent, at ssnider@keywestcity.com . All answers will be prepared in writing and distributed via electronic mail to all attendees of the mandatory pre-response meeting.

Sincerely,

Sue Snider
Purchasing Agent



COVER SHEET

SUBJECT: CITY OF KEY WEST
REQUEST FOR PROPOSALS 005-11
EAR BASED-AMENDMENT PREPARATION
KEY WEST COMPREHENSIVE PLAN

ISSUE DATE: FEBRUARY 9, 2011

**RESERVATIONS FOR
MANDATORY PRE-SUBMITTAL
CONFERENCE:** FEBRUARY 18, 2011 via electronic mail to
ccowart@keywestcity.com. Any person with ADA
concerns should notify the city so that accessibility
concerns for the tour can be assessed.

**MANDATORY
PRE-SUBMITTAL CONFERENCE:** FEBRUARY 22, 2011 10:00 A.M.
HABANA PLAZA CONFERENCE ROOM ONE
3140 Flagler Avenue
Key West, Florida 33040
KEY WEST, FLORIDA 33040

Note: The prime respondent's proposed Project
Manager must attend the pre-bid meeting.

MAIL OR DELIVER RESPONSES TO: CITY CLERK
CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040

RESPONSES DEADLINE DATE: MARCH 25, 2011 NO LATER THAN 3:30 PM

**City of Key West Request for Proposals 005-11
Evaluation and Appraisal Report Amendments to the Comprehensive Plan**

A. Introduction

The City of Key West is seeking a consultant to prepare Evaluation and Report (EAR) based amendments to the City's Comprehensive Plan. The last major update to the Comprehensive Plan was adopted in 1993. The City's first EAR was due in 1998; however, it was not until 2005 that the EAR was found to be sufficient by the state. The second EAR was due in 2006 and was found in compliance by the state in 2007. However, although the evaluation and appraisal processes were complete, the amendments identified in both reports were never drafted. There is little difference between the 2005 and 2007 reports or the resulting recommended amendments. However, data and analysis to support proposed amendments included in the reports was minimum or had become obsolete, therefore background updates to several identified areas have been drafted by the Planning Department to provide a basis for a more thoughtful, up to date amendment process. In addition, state statute has changed since the 2007 as it relates to Capital Improvement Planning and Water Supply Planning. Thus, the scope of necessary amendments has been expanded to contain other statutory requirements.

B. Response Information

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

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

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

Submission Details:

1. Submit to:

City Clerk
City of Key West
525 Angela Street
Key West, Fl 33040

2. Date/Time:

March 25, 2011
3:30 PM

3. Identification of Responses:

Responses shall be submitted in a two (2) sealed envelopes, one within the other, each clearly marked on the outside: **“Request for Proposals # 005-11 Evaluation and Appraisal Report Amendments to the Comprehensive Plan”** the due date, and the respondent’s name.

Project Title: Evaluation and Appraisal Report Amendments to the Comprehensive Plan

Due Date:

Company:

C. Additional Information

Number of Copies:

Applicants shall submit one response marked “Original”, 10 (ten) copies marked “Copy”, and 10 CD-ROMS, each CD-ROM shall contain one PDF file each of the full response. All contents of a Proposer’s submittal shall remain the property of the City.

Response Preparation Costs:

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

Authorized Signature:

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

Property of the City:

All responses and related materials provided to the City related to this RFP will become the property of the City of Key West.

License Requirements:

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

Post Contractual Restriction:

Each prospective proposer should be aware that the resulting awardee shall be required to execute a Post Contractual Restriction understanding with the City of Key West, to include the selected firm as well as all subconsultants. The provision will restrict the selected firm, and subconsultant(s), from representing itself or clients before the City of Key West City Commission, its agents, boards and committees on all planning related matters for a specified time.

The provision in full text will be provided at the Mandatory Pre Response Meeting.

Insurance /Indemnification:

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

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

1. **Worker's Compensation** – Statutory – in compliance with the Compensation law of the State of Florida. In addition, the Consultant shall obtain Employers' Liability Insurance with limits of not less than:
 - Five Hundred Thousand (\$500,000.00) Dollars Bodily Injury by Accident
 - Five Hundred Thousand (\$500,000.00) Dollars Bodily Injury by Disease, Policy Limits
 - Five Hundred Thousand (\$500,000.00) Dollars Bodily Injury by Disease, each employee

2. **Commercial General Liability** including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation) and no more restrictive than ISO form CG 20 37 (07 04) shall be in an amount acceptable to the City of Key West but not less than One Million (\$1,000,000.00)

Dollars Combined Single Limit per occurrence and Two Million (\$2,000,000.00) Dollars aggregate. The coverage must include:

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

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

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

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

4. **Excess/Umbrella Liability** shall have a minimum limit of Two Million (\$2,000,000) Dollars per occurrence with an annual aggregate of Two Million (\$2,000,000) Dollars. This coverage is to be following form and include the Commercial General Liability and Automobile Liability Policies.
5. **Professional Liability/Errors & Omissions** Insurance with minimum limits not less than One Million (\$1,000,000.00) Dollars for professional services rendered in accordance with this contract. The Consultant shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the Consultant shall use his/her best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the Consultant shall notify City Risk Management within thirty (30) days of the change

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

The insurance requirement contained in the foregoing Paragraphs are a minimum to provide adequate protection for the Consultant, respectively, against damage claims which may arise from operations under this contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the entity's operation under this contract. The insurance required herein and approval of the Consultant's insurance by

the City of Key West shall not relieve or decrease the liability of the Consultant hereunder.

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

7. Certificates of Insurance

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

9. Indemnification Agreement

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

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 or 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 the 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 required above, 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.

Scope of Services:

The scope of work includes EAR-based amendments to the Goals, Objectives and Policies of the Comprehensive Plan as well as the completion and/or provision of the data and analysis necessary to support the EAR-based amendments. The scope also includes updates to the Capital Improvement Element and a Water Supply Plan, as required by statute. Please note that the City of Key West is exempt from School Concurrency requirements.

The proposed work is not expected to constitute a complete update to the Goals, Objectives and Policies or the data and analysis of the Comprehensive Plan; rather, it is intended to implement EAR-based amendments and other statutory update requirements, and to ensure that any further required data and analysis to support these specific issues is provided. The identified major issues in both EARs are as follows:

- Vision for Plan
- Quality of Nearshore Marine Ecosystems
- Affordable Housing
- Hurricane Evacuation
- Coordinated Transportation
- Key West Port
- Capital Improvements Planning and Concurrency Management
- Historic Preservation
- Local Economy

Data and analysis updates have been completed in draft form for the following areas, but vary in level of detail required for integration into the EAR amendments. Copies of these materials are available for review at the Planning Department. :

- Affordable Housing;
- Population;
- Hurricane Evacuation (including a complete audit of the existing Building Permit Allocation System, total transient and residential unit estimates, and a transient unit survey);
- Land Use (consisting of a vacant lot analysis, conservation land acreage estimate, and an analysis of non-commercial square footage in the City); and
- Levels of Service (partial draft for sewer, waste and stormwater, including an update provided by city staff on stormwater status).

The City of Key West is a “dense urban area”, and therefore, it is anticipated that typical levels of service for roadways will no longer be necessary.

The City is conducting several independent efforts which are expected to inform the Comprehensive Plan update process. These include:

- A five year capital plan
- The Transportation Carrying Capacity Study (expected to start in late 2010 and take approximately one year); and
- A Solid Waste Master Plan (begun in October 2010 and expected to take approximately one year).
The detailed scopes of services for these two studies are available at the city’s engineering department.
- Citizen surveys, including detailed recreation survey questions which will be available with the completion of the city’s Strategic Vision Action Plan in the second quarter , 2011.

Copies of the 2005 and 2007 Evaluation and Appraisal Reports, the Conformed Comprehensive Plan Goals, Objectives and Policies, the scopes associated with related studies and other draft materials associated with this effort are available digitally on the city’s website at www.keywestcity.com .

Due to the importance of these issues to the community, the work will include public workshops and meetings with the goal of informing the public at each key stage in the process prior to the presentation at required public hearings. Public meetings shall be held in the evenings to maximize public input.

The following general scope of work is associated with the project.

- A. Complete any additional data and analysis necessary to accomplish EAR-based amendments, including drafting of the Water Supply Plan and completion of the Capital Improvements Element revisions;
- B. Draft revisions to the Goals, Objectives and Policies
- C. Conduct integrated public workshops at key stages in the process;
- D. Present draft documents to the Planning Board and City Commission for a first reading;
- E. Respond to the Objections, Recommendations and Comments Report and prepare recommended changes; and,
- F. Present final documents for adoption.

The city is aware that the statute allows adoption of the Capital Improvements Element and Water Supply Plan prior to the EAR-based amendments. The consultant may wish to address whether such adoption would make a significant difference to the city, including whether benefits would outweigh the additional public hearing and response costs.

Response Evaluation:

Responses should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. The consultant's past performance on similar projects, approach, cost estimate and understanding of the project, experience of key personnel, and demonstrated community engagement experience, as these issues relate to the consultant or consultant team's aptitude in providing a Evaluation and Appraisal Report Amendments to the Comprehensive Plan will be the principal basis for evaluation.

Response Selection:

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

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

Response Content:

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

1. *Cover Letter* – No more than two pages
2. *Information Page* – Include project name, name of firm (prime) submitting the response, contact information for the person who will act as project manager and contact information for the person who has authority to make representations for the firm, including name, title, address, telephone and fax numbers and email addresses.
3. *Organization Chart* – Show prime consultant, sub-consultants, key personnel, areas of responsibility and location of personnel
4. *Company Information* – Background information about the company and each subcontractor and the services each provides.
5. *Methodology and Approach* – Descriptions which enable the City to assess the proposer's capability to conduct the Evaluation and Appraisal Report Amendments to the

Comprehensive Plan in a structured and efficient manner. At a minimum this should include: Project understanding; approach; a scope of services including tasks, deliverables and schedule; and a community engagement approach integrated as part of the technical scope of work.

6. *Cost* – A detailed cost estimate on a task by task basis with projections of man hours by task..
7. *Personnel* – Resumes of the principals(s) assigned to the project and staff personnel, and/or sub-consultants available to support the proposed efforts.
8. *Qualifications* – Description of relevant experience for the prime contractor and each subcontractor connected with providing project work. Experience of team members working successfully together on other similar projects should be included.
9. *Representative Comprehensive Plan Projects and Client References* – Submit descriptions of similar assignments which were conducted by the consultant, including other agency/client's contact name and telephone number.
10. *References* - The Consultant shall provide three references for Comprehensive Planning work which have been completed within the last seven years.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

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

BY: _____

sworn and prescribed before me this _____ day of _____, 2011

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 _____, 2011

NOTARY PUBLIC

My commission expires:

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

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

- a. **Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.**
- b. **Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.**
- c. **Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.**

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

Business Name

Phone:

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

Fax:

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

NOTICE OF ADVERTISEMENT – REQUEST FOR PROPOSALS

NOTICE is hereby given to prospective proposers that responses will be received by the CITY of KEY WEST, FLORIDA by the office of the City Clerk, 525 Angela Street, Key West, Florida 33040 until 3:30 p.m. March 25, 2011 for the "Request for Proposals 005-11 – Evaluation and Appraisal Report Amendments to the Comprehensive Plan" in the Office of the City Clerk . Any responses received after the time announced will not be considered.

Scope of Services and Response Documents may be obtained from DemandStar by Onvia at www.demandstar.com/supplier or call toll-free at 1-800-711-1712. One (1) original and ten (10) copies of the responses are to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside: **"Request for Proposals # 005-11005-11– Evaluation and Appraisal Report Amendments to the Comprehensive Plan"** the due date, and the respondent's name, 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 proposal, the successful Responder must show satisfactory documentation of state licenses (if applicable).

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

Sue Snider, Purchasing Agent

CITY OF KEY WEST CONSULTANT RANKING FORM

Project Name: Evaluation and Appraisal Report Amendments to the Comprehensive Plan

Project Number: RFP 005-11

Firm _____

Date _____

| SELECTION CRITERIA | POINTS ALLOWED | POINTS EARNED |
|--|----------------|---------------|
| Past Performance on Similar Projects | 20 | |
| Approach and Understanding of Project | 25 | |
| Experience of Key Personnel | 15 | |
| Demonstrated Community Engagement Experience | 10 | |
| Cost Proposal | 20 | |
| Sub-Total Points | 90 | |

| | | |
|------------|----|--|
| References | 10 | |
|------------|----|--|

| | | |
|---------------------|------------|--|
| Total Points | 100 | |
|---------------------|------------|--|

ADDENDUM NO. 1

City of Key West Request for Proposals (RFP) 005-11
Evaluation and Appraisal Report Amendments to the Comprehensive Plan

To All Prospective Proposers:

The following change is hereby made a part of RFP 005-11 as fully and as completely as if the same were fully set forth therein:

C. Additional Information, Post Contractual Restriction:

Delete in its entirety the following:

Each prospective proposer should be aware that the resulting awardee shall be required to execute a Post Contractual Restriction understanding with the City of Key West, to include the selected firm as well as all subconsultants. The provision will restrict the selected firm, and subconsultant(s), from representing itself or clients before the City of Key West City Commission, its agents, boards and committees on all planning related matters for a specified time.

The provision in full text will be provided at the Mandatory Pre Response Meeting.

Replace with the following:

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

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the proposal package. Proposals submitted without acknowledgement or without this Addendum fully executed may be considered non-responsive

Signature

Name of Business

ADDENDUM NO. 2

City of Key West Request for Proposals (RFP) 005-11 Evaluation and Appraisal Report Amendments To the Comprehensive Plan

To All Prospective Bidders:

The following information was prepared to provide follow-up information to the questions that were asked on the Pre-Submittal Conference held on February 22, 2011. This information is hereby made a part of RFP 005-11 as fully and as completely as if the same were fully set forth therein:

1. What is the status of the Water Supply Plan?

An initial draft has been initiated, based on regulatory requirements and preliminary data gathering. However, the work started is not complete (approximately 25% complete).

2. Will the City take into consideration proposals expanding the 2007 EAR amendments (above the minimum requirements for the scope of work established in (RFP) 005-11)?

The City will not accept proposals expanding the scope of work established in (RFP) 005-11.

3. What is the timeframe for post-contractual restriction?

The timeframe for the post-contractual restriction is one year (please see Addendum #1) Attachment A.

4. Does the City have a Cone of Silence policy?

The competitive bidding processes governing (RFP) 005-11 can be found in the City's Code of Ordinances, as well as the solicitation.

5. Who is the point person for the Strategic Planning Committee?

Kevin Collins is the facilitator for the Strategic Planning Committee. He can be reached by phone at 304-8466 and email: kdcollins06801@yahoo.com.

6. Does the City have a document demonstrating the impacts of the cruise ship industry in Key West?

Yes, please see the next item.

RFP Summary of Data & Analysis Outline

Pertinent documents specified below can be found online at www.keywestcity.com, under the Planning Department homepage and Comprehensive Plan link.

7. Affordable Housing:

- Data and analysis approximately 40% drafted
- Work was performed to define the existing housing stock
 - i. Joint collaboration between Key West Housing Authority (KWHA) and City Planning Department
- Preliminary work was performed to define the need for affordable housing units
 - i. Data provided by Florida International University Metropolitan Center regarding housing costs as a percentage of household income for City of Key West residents
- Preliminary work was performed to analyze the spectrum of housing
 - i. Planning Department submitted a scope of services to the KWHA; data indicating where housing levels are needed based on associated income limits may help advise the types of guidance that would be incorporated into the Comprehensive Plan.
- Further work needs to be performed to revise goals, objectives, and policies to meet housing needs
- Further work needs to be performed to identify changes to supply additional housing

8. Population:

- Data and analysis 90% drafted
- A population report was completed in 2010; however, due to the performance of the US Census, the report may be outdated.
 - i. Estimation of permanent population
 - ii. Military presence
 - iii. Estimation of homeless
 - iv. Estimation of seasonal population
 - v. Estimation of visitor population
 - vi. Estimation of population visiting the military
 - vii. Estimation of commuter population
 - viii. Estimation of functional population
 - ix. Estimation of population projections

- 2010 Census results may need to be incorporated into draft

9. Hurricane Evacuation (including a complete audit of the existing Building Permit Allocation System (BPAS), total transient and residential unit estimates, and a transient unit survey):

- BPAS Audit 75%
- *****Audit information is pending and will be released at a later date.**
 - i. Establishing a tracking system for units allocated under the BPAS; analyzing allocations by unit type, compliance with affordable housing/transient unit allocation compliance, and the number of unallocated units remaining
 - ii. Further work needs to be performed to complete the recovered units analysis (units that were relinquished to the City from the inception of the BPAS)
 1. Review of documentation determining what is recoverable to the City
 - a. Analysis of units allocated under the system that may not have been built and may be recoverable
 - iii. Further work needs to be performed to complete the vacant lot analysis
 1. Inconsistencies between expired beneficial use allocations and vacant lot analysis (as further described below) need to be rectified
- Transient and Residential Unit Estimates 100%
 - i. Licensing records, unassigned transient units, and phantom units were reviewed to generate an estimated total number of transient units existing in the City
 - ii. 2000 census data, BPAS allocations from 1999 to 2010, unallocated and recovered BPAS units, Lawful Unit Determinations (LUD) and estimated vested and/or undeveloped units were considered to generate an estimated total number of residential unit estimates
- Transient Unit Survey (100%)
 - i. Surveys were sent to transient lodging establishments within the City to identify the effect of transient lodging on hurricane evacuation (specifically, in determining the arrival mode of guests, as well as party size by unit). The Planning Department analyzed results to provide informed input regarding hurricane evacuation modeling strategies (as the provision of additional units is driven by hurricane evacuation).

10. Land Use (consisting of a vacant lot analysis, conservation land acreage estimate, and an analysis of non-commercial square footage in the City):

- Vacant lot analysis 90%

- i. Monroe County Property Appraiser's Office tax rolls and Property Location Map Books were reviewed to determine potentially vacant residential lots within the City (specifically within residential zoning districts) to estimate the number of potential beneficial use claims the City may be subject to.
 - ii. Additional work needs to be performed to ensure consistency between vacant lot analysis and beneficial use allocation tracking
- Conservation land acreage estimate (50%)
- Analysis of non-commercial square footage in the City 100%
 - i. Consultant prepared a metadata report analyzing non-commercial square footage in the City to help inform decisions about potential level of service standard changes for sanitary sewer, solid waste, and stormwater facilities

11. Levels of Service (partial draft for sewer, waste and stormwater, including an update provided by city staff on stormwater status):

- Sewer, Waste, and Stormwater draft: 60%
- The City has prepared two Evaluation and Appraisal Reports (EAR) outlining amendments that need to be made to the Comprehensive Plan on an element-by-element basis, which direct amendments to the CIE. The Department of Community Affairs (DCA) found the two reports to be sufficient, the first in 2005 and the second in 2007, respectively. However, no subsequent EAR-based amendments were prepared by the City. In addition, although the EARs both indicated that changes to the CIE and levels of service were necessary, neither document provided adequate data and analysis to guide a thoughtful amendment process.
- Existing concurrency requirements in the Comprehensive Plan were reviewed, and more current professional methodologies were being contemplated with the intent to provide concurrency standards that more adequately reflect the City's infrastructure capacity.
 - i. An update of infrastructure information is necessary
 - ii. Additional items that will need to be scheduled into the CIE should be anticipated.
- Stormwater status 100%
 - i. Stormwater management efforts made since 1989 were reviewed and summarized into a report to assist long-range planning efforts.

Additional Relevant and Useful Studies, Plans, and Capitol Improvement Efforts

12. Summary of Community Redevelopment Area (CRA) Plan Update

- A restated and amended CRA plan for the Caroline Street Corridor and Bahama Village Community Redevelopment Area was adopted by the City Commission in January of

2010. The Caroline Street Corridor and Bahama Village Community Redevelopment Area are two non-contiguous subareas that were established through a Finding of Necessity in 1992. Both redevelopment plans needed updating to be more workable and relevant to the life of the two subareas.

13. Summary of BRAC

- Base reuse sites include:
 - i. Poinciana Plaza Housing
 - ii. Hawk Missile Site
 - iii. East Martello Battery Site
 - iv. Peary Court Cemetery
 - v. Portions of Trumbo Point Rd.
 - vi. Truman Waterfront

14. Truman Waterfront Proposed Development

- 6.6 acres
 - i. A joint workshop held on April 24, 2010 to identify considerations when making decisions about the site, possible uses, and prioritization of uses on the site
- Truman Waterfront
 - i. A Naval Properties Local Redevelopment Authority meeting was held on March 3, 2011 to consider a conceptual plan for upland development on the site. The conceptual plan was approved via Resolution 11-070
- FKACC
 - i. The Florida Keys Assisted Care Coalition (FKACC) has been working with the City to potentially develop an assisted living and independent living facility.

15. Carrying Capacity Traffic Study

- Currently being performed to determine traffic capacity, volume, circulation, conflicts between vehicular and non-vehicular traffic for shared space, methods for reducing impacts of traffic on residential neighborhoods, and similar issues.

16. Kimley-Horn Study

- The purpose of the project is to provide design, engineering and construction engineering services for multimodal transportation enhancements to transportation corridors connecting Duval Street to the Truman Waterfront Parcel.

17. LAP Projects

- Data is ongoing and additional information can be obtained from the City of Key Engineering Department

18. FDOT Improvement Program on North Roosevelt Blvd.

- Roadway, seawall, drainage, sidewalk, signalization, lighting, and landscaping improvements (construction expected to commence November 2011).

19. Transit Facility on Stock Island

- City Commission approved the redevelopment of the solid waste transfer station (located on incorporated Stock Island) into the Key West Department of Transportation Public Transit and Parking Facility.

20. Monroe County Capitol Improvements Element

- Various projects included in the schedule may affect City-owned or leased lands.

21. Port Master Plan

- Additional information can be obtained at the City of Key West Port Operations Department

22. Schedule of Events

Unless specifically notified by the City of Key West Purchasing Department of a schedule change, the following procurement schedule must be adhered to:

- RFP Issue Date: February 9, 2011
- Mandatory Pre-Submittal Conference: February 22, 2011
- **Response Deadline Date: April 1, 2011 No Later Than 3:30 PM.** The responses shall be submitted in two (2) sealed envelopes, one within the other, each clearly marked on the outside: "Request for Proposals # 005-11 Evaluation and Appraisal Report Amendments to the Comprehensive Plan" the due date, and the respondent's name.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Name of Business

Date