

**REQUEST FOR PROPOSALS**

**Key West Planning Department  
Land Development Regulation Amendments**

**City of Key West RFP #004-14**



**MAYOR: CRAIG CATES  
COMMISSIONERS:**

**TERI JOHNSTON  
CLAYTON LOPEZ  
JIMMY WEEKLEY**

**MARK ROSSI  
BILLY WARDLOW  
TONY YANIZ**

*Prepared By:  
City of Key West  
Key West Planning Department*



**SUBJECT:** CITY OF KEY WEST  
REQUEST FOR PROPOSALS 004-14  
LAND DEVELOPMENT REGULATION  
AMENDMENTS

**ISSUE DATE:** July 31, 2014

**RESERVATIONS FOR  
MANDATORY PRE-SUBMITTAL  
CONFERENCE:**

RSVP by August 22, 2014 via electronic mail to [nmalo@keywestcity.com](mailto:nmalo@keywestcity.com). Any person with ADA concerns should notify the city so that accessibility concerns for the tour can be assessed.

**MANDATORY  
PRE-SUBMITTAL CONFERENCE:**

August 28, 2014. 1:00 P.M.  
Habana Plaza Conference Room One  
3132 Flagler Avenue  
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  
3126 Flagler Avenue  
Key West, Florida 33040

**CLARIFICATION SUBMITTAL  
DEADLINE:**

September 18, 2014. NO LATER THAN noon.

**RESPONSES DEADLINE DATE:**

September 24, 2014. NO LATER THAN 3pm

## **A. INTRODUCTION**

### **A.1 Purpose**

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

The Consultant who is chosen shall provide services that involve expertise in land development regulations, zoning, form based codes and integrated multimodal transportation and land use planning. The consultant will be responsible for providing the LDR revisions in ordinance form, ready for City planning and legal staff review, and appropriate graphic illustrations of definitions and regulations when such may serve to explain the desired effect of the regulations.

### **A.2 Executive Summary**

The City of Key West Planning Department is seeking a consultant to prepare specific portions of its Land Development Regulations as part of a major revision to the Code of Ordinances. The Consultant will work closely with designated planning staff to amend the existing regulations. The proposed changes shall be consistent with and facilitate the development of other existing and in progress master plans such as the Strategic Plan, Climate Action Plan, Open Space and Recreation Master Plan and Comprehensive Plan.

The key tasks are to achieve the following:

1. Create regulations to implement the 2013 Comprehensive Plan including a small number of Zoning Map amendments. The City is currently updating portions of the Comprehensive Plan including the Historic Preservation Element, Port Facilities Element, and Water Supply Plan in addition to creating a new Climate Change Element.
2. Resolve inconsistent definitions, terms, standards and processes within the Land Development Regulations and other portions of the Code of Ordinances. This will also include the codification of zoning practices implemented through administrative interpretations.

3. Incorporation of new standards, programs, processes and methods to facilitate sustainable community and neighborhood growth and accomplish the above including appropriate graphic illustrations when such may serve to explain the desired effect of the regulations.

## **B. WORK PRODUCT**

### **B.1 Scope of Services**

The proposed work is not expected to constitute a complete update to the LDR's, rather to resolve internal inconsistencies, correct references to other portions of the City Code and incorporate new standards to implement the recently revised Comprehensive Plan, Strategic Plan and Climate Action Plan. At the time that a contract is signed with the chosen consultant, staff will provide an electronic draft LDR amendment file with the proposed changes already identified by staff, in strike through and underline format.

The scope of work includes data and analysis necessary to support changes to the proposed LDR's which cannot be supported by the existing Comprehensive Plan or other adopted regulations or plans.

Due to the importance of these issues to the community, the work will include public participation efforts with the goal of allowing the public to contribute to the LDR drafting process prior to presentation at required public hearings. Public participation efforts shall be held in the evenings and weekends to maximize public input.

The identified major issues are as follows:

1. Amend the Land Development Regulations to be consistent with and implement the Comprehensive Plan including a small number Zoning Map Amendments. City is currently updating portions of the Comprehensive Plan with a new Historic Preservation Element, Port Facilities Element in addition to a new Element for Climate Change.
2. Resolve inconsistent definitions, terms, standards and processes within the Land Development Regulations and other portions of the Code of Ordinances. This will also include the codification of zoning practices implemented through administrative interpretations.

3. Incorporation of new standards, programs, processes and methods to facilitate sustainable community and neighborhood growth throughout the City and accomplish the above including:
  - Revisions to existing Workforce Housing Ordinance including: incentive programs; inclusionary housing programs for redevelopment; and income stratification schemes.
  - Incentive program for creating and/or maintaining market rate rental housing.
  - Climate Adaptation – Implement Climate Adaptation SeaGrant given to the City including outline for a Post Disaster Recovery Plan.
  - Green Building Standards for redevelopment of existing residential and existing and new commercial structures.
  - Urban Design Guidelines/ Zoning Regulations including opportunities for form based development regulations in mixed use and commercial zoning districts.
  - Updates to the Landscape Architectural standards compatible with proposed new urban design guidelines described above.
  - Update Signage requirements outside the Historic District compatible with proposed new urban design guidelines described above.
  - Adopt Complete Streets Ordinance that includes traffic calming design guidelines and other design regulations that reduce vehicular/bike/pedestrian conflicts.
  - Revise parking generation standards and parking mitigation strategies such as Transportation Demand Management programs.

## **B.2 Deliverables**

- A. Complete any additional data and analysis necessary to accomplish the LDR amendments specified above.
- B. Conduct integrated public workshops and focus group meetings at key stages in the process. Up to five (5) public meetings are expected.

- C. Draft revisions to the LDR's in Ordinance form including appropriate graphic illustrations when such may serve to explain the desired effect of the regulations.
- D. Present draft documents to the Planning Board and City Commission for a first reading.
- E. Amend documents based upon Board and public input.
- F. Present final documents in ordinance form for adoption.

### **B.3 Supporting Materials**

Copies of the following supporting materials and other relevant information is available at [www.keywestcity.com/LDROverhaul](http://www.keywestcity.com/LDROverhaul):

- 2013 Comprehensive Plan
  - Ordinance 13-04 adopting the 2013 Comprehensive Plan in strike through and underline format.
  - List of sustainable policies created
  - New: Military Compatibility Policies
- 2014 LDR Overhaul Approach Summary
  - Staff Meeting Notes and Summary Table, October – December, 2013
  - Table of Administrative Interpretations
- Climate Adaptation SeaGrant scope and application
- 2014 Downtown Parking Analysis and supporting documentation
- Height Referendum Language Adoption Package
- List of Planning applications received since 2008

Other relevant Master Plans available:

- Historic Preservation Guidelines
- Climate Action Plan, 2009
- Solid Waste Master Plan
- Strategic Plan, 2011
- Stormwater Master Plan
- Historic District Signage Task Force Minutes, 2014
- Truman Waterfront Park Master Plan, adopted 2014
- Greenhouse Gas Inventory, 2005

## **C. Response Information**

### **C.1 Response Information**

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

All respondents must attend a mandatory pre-submittal conference and 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.

All questions from any Proposer regarding the RFP or matters relating thereto must be submitted to [nmalo@keywestcity.com](mailto:nmalo@keywestcity.com) at the Key West Planning Department via email no later than **noon on September 18, 2014**. Each question must identify the section number in this RFP for which clarification is being requested. Key West Planning Department will respond to all properly submitted questions at least four (4) business days prior to the date that the Proposals are due. All responses will be sent via email to all persons who have requested a copy of this RFP and furnish Key West Planning Department with a correct email address.

### **C.2 Submission Details:**

1. **Submit to:**

City Clerk  
City of Key West  
3140 Flagler Avenue  
Key West, Fl 33040

2. **Date/Time:** September 24, 2014. NO LATER THAN 3pm

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 # 004-14 Land Development Regulation Amendments**” the due date, and the respondent’s name.

Project Title: **Land Development Regulation Amendments**

Due Date: September 24, 2014. NO LATER THAN 3pm

Company: *Company Name*

**C.3 Number of Copies:**

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

**C.4 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.

**C.5 Authorized Signature:**

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

**C.6 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.

**C.7 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.



### **C.8 Post Contractual Restriction:**

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

### **C.9 Insurance /Indemnification:**

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

### **C.10 Cone of Silence:**

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

### **C.11 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 Land Development Regulation Amendment will be the principal basis for evaluation. Evaluation Form, attached hereto as Exhibit C.

### **C.12 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 team 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.

### **C.13 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 Land Development Regulation Amendments 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 Land Development Regulation 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 Land Development Regulation work which have been completed within the last five years.
11. *Sworn Statements and Affidavits* – The Consultant shall have signed and returned all forms attached herein as Exhibit B.

**Exhibit A**  
**Insurance and Indemnification**

## **Insurance and Indemnification**

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

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

1. **Worker’s Compensation** – Statutory – in compliance with the Compensation law of the State of Florida. In addition, the Consultant shall obtain Employers’ Liability Insurance with limits of not less than:
  - Five Hundred Thousand (\$500,000.00) Dollars Bodily Injury by Accident
  - Five Hundred Thousand (\$500,000.00) Dollars Bodily Injury by Disease, Policy Limits
  - Five Hundred Thousand (\$500,000.00) Dollars Bodily Injury by Disease, each employee
  
2. **Commercial General Liability** including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation) and no more restrictive than ISO form CG 20 37 (07 04) shall be in an amount acceptable to the City of Key West but not less than One Million (\$1,000,000.00) Dollars Combined Single Limit per occurrence and Two Million (\$2,000,000.00) Dollars aggregate. The coverage must include:
  - Commercial Form
  - Premises/Operations
  - Products/Completed Operations

- Independent Consultants (if any part of the Work is to be subcontracted)
  - Broad Form Property Damage
  - Personal Injury
3. **Business Automobile Liability Insurance** with a minimum limit of liability of One Million (\$1,000,000.00) Dollars each occurrence covering all worked performed under this contract. This insurance shall include for bodily injury and property damage the following coverage:
- Owned automobiles
  - Hired automobiles
  - Non-owned automobiles
  - Location of operation shall be “All Locations”

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

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

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

The insurance requirement contained in the foregoing Paragraphs are a minimum to provide adequate protection for the Consultant, respectively, against damage claims which may arise from operations under this contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the entity's operation under this contract. The insurance required herein and approval of the Consultant's insurance by the City of Key West shall not relieve or decrease the liability of the Consultant hereunder.

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

**7. Certificates of Insurance**

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

**8. Indemnification Agreement**

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

To the fullest extent permitted by law, the DESIGN PROFESSIONAL expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable

attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the DESIGN PROFESSIONAL, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of DESIGN PROFESSIONAL's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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



**Exhibit B**

**Affidavits**

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA

SS:

COUNTY OF MONROE

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

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

sworn and prescribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and 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 \_\_\_\_\_, 2014

\_\_\_\_\_  
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

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

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

: SS

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

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

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

By: \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires:

**CONE OF SILENCE AFFIDAVIT**

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

STATE OF \_\_\_\_\_)  
: SS  
COUNTY OF \_\_\_\_\_)

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

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires: \_\_\_\_\_



**Sec. 2-773. Cone of Silence.**

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
  - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
  - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
  - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
  - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
  - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
  - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and

- (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
  - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
    - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
    - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
  - (3) Oral communications at duly noticed pre-bid conferences;
  - (4) Oral presentations before publically noticed evaluation and/or selection committees;
  - (5) Contract discussions during any duly noticed public meeting;
  - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
  - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
  - (8) Purchases exempt from the competitive process pursuant to [section 2-797](#) of these Code of Ordinances;
- (d) *Procedure.*
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
  - (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other

- action which ends the competitive solicitation.
- (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
- (e) *Violations/penalties and procedures.*
- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in [section 1-15](#) of this Code.
  - (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
  - (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
  - (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
  - (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code [section 2-834](#) that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

*(Ord. No. 13-11, § 1, 6-18-2013)*

**Exhibit C**  
**Consultant Ranking Form**

**CITY OF KEY WEST  
CONSULTANT RANKING FORM**

Project Name: Land Development Regulation Amendments

Project Number: RFP 004-14

Firm

\_\_\_\_\_

Date

\_\_\_\_\_

<b>SELECTION CRITERIA</b>	<b>POINTS ALLOWED</b>	<b>POINTS EARNED</b>
Past Performance on Similar Projects	20	
Approach and Understanding of Project	20	
Experience of Key Personnel	20	
Demonstrated Community Engagement Experience	15	
Cost Proposal	15	
<b>Sub-Total Points</b>	<b>90</b>	
References	10	
<b>Total Points</b>	<b>100</b>	

**Exhibit D**  
**Notice of Advertisement**

## **NOTICE OF ADVERTISEMENT – REQUEST FOR PROPOSALS**

NOTICE is hereby given to prospective proposers that responses will be received by the CITY of KEY WEST, FLORIDA by the office of the City Clerk, 3140 Flagler Avenue, Key West, Florida 33040 until 3 p.m. September 24, 2014 for the “Request for Proposals 004-14 – Land Development Regulation Amendments” 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](http://www.demandstar.com/supplier) or at [www.keywestcity.com/LDRRF004-14](http://www.keywestcity.com/LDRRF004-14). One (1) original with one (1) flash drive, and one (1) copy with one (1) flash drive 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 # 004-14 – Land Development Regulation Amendments**” the due date, and the respondent’s name, addressed and delivered to:

CITY CLERK, CITY OF KEY WEST, FLORIDA  
3126 FLAGLER AVENUE  
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.*

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Sue Snider, Purchasing Agent

**Addendum No. 1  
City of Key West RFP#004-14.  
Land Development Regulation Amendments**

To all prospective proposers:

**The following changes are hereby made a part of RFP#004-14 as fully and as completely as if the same were fully set forth therein:**

**Exhibit A. Insurance and Indemnification**

***1. Delete in its entirety Exhibit A replace with the following:***

PROFESSIONAL CONSULTANT is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the PROFESSIONAL CONSULTANT shall provide the minimum limits of liability insurance coverage as follows:

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

PROFESSIONAL CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies-excepting Professional Liability-on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11185) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04,



providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. PROFESSIONAL CONSULTANT will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the PROFESSIONAL CONSULTANT shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the PROFESSIONAL CONSULTANT who is performing any labor, services, or material under the Contract. Further, PROFESSIONAL CONSULTANT shall additionally maintain the following minimum limits of coverage:

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

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

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

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

**2. Replace in its entirety the attached six Liability Insurance Forms**

*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.*

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Signature

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Name of Business

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURED Design Professional Sample, INSURER A-F

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liability.

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

CERTIFICATE HOLDER

CANCELLATION

Certificate Holder: City of Key West, P.O. Box 1409, Key West, FL 33041-1409. Cancellation text and Authorized Representative field.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

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

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US**

**Number of Days Notice** 30

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

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

**Schedule**

**Name of Person or Organization**

**Mailing Address**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

<b>Name Of Person Or Organization:</b>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

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

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

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

Schedule

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

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

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**WC 00 03 13**  
(Ed. 4-84)