

**City of Key West Request for Proposals #007-11
KEY WEST HISTORIC RESOURCE SURVEY 2011 PROJECT**

A. Introduction

The City of Key West requires the services of a qualified firm to conduct a comprehensive professional survey that will identify and analyze all potential eligible historic resources, structures, places and sites within the City of Key West. The survey will encompass the entire area of the City of Key West municipal boundaries. The survey must be designed to identify historic resources that have not been previously included in past surveys. The survey must identify resources that are at least 50 years old. The final report must be completed and delivered to the City of Key West by **August 1, 2011**. This project is partially funded by a grant from the State of Florida, which requires that all work subject to grant reimbursement be billed to the city also not later than August 1, 2011. The selected consultant will be required to abide by all applicable federal, state and local laws and ordinances.

B. Response Information

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

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:

April 20, 2011, 3:00 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 # 007-11– Key West Historic Resource Survey 2011 Project”** the due date, and the respondent’s name.

Project Title: Key West Historic Resource Survey 2011 Project

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. Responses shall be submitted in two (2) sealed envelopes, one within the other, each clearly marked on the outside: **“Request For Proposals # 007-11– Key West Historic Resource Survey 2011 Project”**, the due date, and the respondent’s name.

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 winning respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

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-:VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, return receipt requested, for all of the required insurance policies stated below. All notices shall name the Consultant and identify the contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as “additional insured’s” as respects liability arising out of activities performed by or on behalf of the Consultant.

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. The coverage must include Employer’s Liability with a limit of One Million (\$1,000,000) Dollars per each accident
2. **Commercial General Liability (CGL)** shall be in an amount acceptable to the City of Key West but not less than One Million (\$1,000,000.00) Dollars Combined Single Limit per occurrence and Two Million (\$2,000,000.00) Dollars annual aggregate. The City of Key West must be named as an Additional Insured. The coverage must include:
 - Commercial Form
 - Premises/Operations
 - Products/Completed Operations
 - Independent Consultants (if any part of the Work is to be subcontracted)
 - Broad Form Property Damage
 - Personal Injury
3. **Business Automobile Liability** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars Combined Single Limit and no annual aggregate. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage the following coverage:
 - Owned automobiles
 - Hired automobiles
 - Non-owned automobiles
 - Location of operation shall be “All Locations”
4. **Excess/Umbrella Liability** shall have a minimum limit of Two Million (\$2,000,000) Dollars per occurrence with an annual aggregate of Two Million (\$2,000,000) Dollars. This coverage is to be following form and include the Commercial General Liability and Automobile Liability Policies.
5. **Professional Liability/Errors & Omissions** Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars.

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

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

The insurance required under Paragraphs 1, 2, 3, 4, and 5 hereof is a minimum to provide adequate protection for the Consultant, respectively, against damage claims which may arise from operations under this contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the entity's operation under this contract. The insurance required herein and approval of the Consultant's insurance by the City of Key West shall not relieve or decrease the liability of the Consultant hereunder.

7. **Waiver of Subrogation**

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

8. **Certificates of Insurance**

Certificates of Insurance shall be filed and maintained throughout the life of any resulting Agreement with the City Clerk evidencing the minimum limits of the insurance cited above. 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.

9. **Local Preference**

Under a competitive bid solicitation, when a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local business in within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive non-local bidder within three working days of the notice of the intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest non-local bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then the award shall be made to the non local business.

10. **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 City of Key West requires the services of a qualified firm to conduct a comprehensive professional survey that will identify and analyze historic resources, structures, places and sites within the City of Key West potentially eligible for protection under the City Historic Preservation Ordinance and Historic Architectural Guidelines. The survey must cover the entire area of the City of Key West municipal boundaries. The survey must be designed to identify historic resources that have not been previously included in past surveys. The survey must focus on resources that are at least 50 years old.

Key West is home of the largest historic preservation district in the State of Florida and contains an exceptional example of frame vernacular structures in the Nation. In 2004 an Architectural Historic Survey was conducted and the number of structures that were included in the local survey increased to 2,458 resources. In the seven years from the last

survey numerous buildings have surpassed the threshold of 50 years old. Many of those structures are from the mid century period of the 1950's and 1960's, when the City of Key West was expanding outside of the "Old Town" area in response to demand for new houses and support business on land newly created from submerged area, leaving the historic original Key West core area free of major demolitions which was so common in early 1960's urban America. The City also must update the existing survey by analyzing outbuildings and accessory structures found on the sites of recorded structures, in order to determine the level of protection and regulation necessary to preserve any significant examples.

The findings of the analysis may provide information as to whether the existing boundaries of the historic district as recorded in the National Register of Historic Places should be expanded. The survey is a principal tool for the Historic Architectural Review Commission and their staff to review project proposals that may have an effect on individual historic buildings or the surrounding urban fabric. The survey is also a tool for professionals and owners to understand the historic and architectural significance of a property.

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

- A. Draft a study methodology and present to the Historic Architectural Review Commission;
- B. Conduct study;
- C. Conduct public meetings with the community members and the Historic Architectural Review Commission; and
- D. Present findings to public and City Commission.

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

1. Review previous Historic Architectural surveys and inventories that are available from the City of Key West and the State of Florida.
2. Conduct an architectural resources field survey within the city limits of Key West.
3. Archival research that will include Sanborn maps, historic photos and other pertinent historic documentation.
4. Florida Master Site File Forms will be completed on all newly recorded historic properties.
5. Existing Florida Master Site File Forms will be revised and corrected when inaccurate information has been found.
6. Record each new resource on a Survey Log Sheet meeting the requirements of Chapter 1A-46.001 FAC.
7. Hold public meetings including participation in at least two Historic Architectural Review Commission meetings and one City Commission meeting after project completion.

8. Provide three copies of the draft and final versions of documents including the Final Report, Survey Log Sheet and each Florida Master Site File Form, with accompanying photos and maps. The draft survey report submission must include five “sample” Florida Master Site Forms.
9. Produce a final Survey Report meeting the requirements of Chapter 1A-46.001 FAC.
10. Provide electronic copies in PDF format of all draft and final version of documents.

Project Schedule:

1. March- April 2011- Solicit proposals, select consultant
2. April 29, 2011- Execute contract, project kickoff
3. June 25, 2011- Draft of final Survey Report
4. August 1, 2011-All project work completed

Project Funding:

The project is funded with a small matching grant awarded from the State of Florida, Division of Historical Resources and fifty percent match from the City of Key West.

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, written approach and understanding of the project and Key West’s historic significance, experience of key personnel, as this demonstrates the consultant or consultant team’s aptitude in providing a Historic Resource Survey for Key West will be the principal bases for evaluation.

Applicants must comply with the minimum requirements of Professional Qualification Standards in the fields of historic preservation, history, architecture or related field as set forth on The Secretary of the Interior’s Professional Qualifications Standards used by the National Park Service and published in 36CFR Part 1.

Response Selection:

All complete and responsive submittals will be evaluated by a City Manager appointed selection team at a publicly noticed meeting held by the end of the business day on **April 25, 2011**. The City of Key West reserves the right to ask questions, seek clarification of any or all respondents 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 ten minute presentation to the City Commission. 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.

The City's budget for this study is \$100,000. The City contemplates negotiating a lump sum agreement with that consultant selected by the City Commission.

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 each respondent to submit a concise response clearly addressing all of the requirements outlined in this RFP. Responses must include, at a minimum, two sections. The first section should address qualifications. The second section should address the specific scope of services proposed and costs.

- A. Qualifications. Please provide documentation of the professional qualifications of the key personnel to be employed. Such documentation shall include, but not be limited to:
1. Resumes of academic training and employment in the field of historic preservation, history, architecture or related field as set on The Secretary of the Interior's Professional Qualifications Standards used by the National Park Service and published in 36CFR Part 1;
 2. Experience including past work in and familiarity with Key West history;
 3. Schedule and completion times.
- B. Work Program and Costs. Please submit a program for the completion of the scope of services requested above and costs, which, at a minimum, shall include the following:
1. A description of the respondent's work program which shall include methodology, identify opportunities for the Historic Architectural Review Commission participation, coordination with city's staff and approximate time schedules;
 2. A description of the project team, including specific staff members and their duties, and methods of communicating information to city historic preservation staff;
 3. A detailed cost estimates for the scope of services requested above, including a cost breakdown and estimated time to complete each task;
 4. Samples of adopted or proposed similar projects prepared for other

5. At least three references from clients of previously completed similar projects with contact names, telephone numbers and electronic addresses;
6. Any other material as may be helpful to establish that the respondent has the necessary facilities, ability, and financial resources to furnish the required services in a satisfactory manner.

Community Profile:

Key West is known as the southernmost city of the Continental USA. The island comprises approximately 3,370 acres and is 4 miles long by 2 miles wide. The island is the house of one of the largest collections of frame vernacular architecture in the nation and is the largest historic district in the State of Florida with 2,649 resources surveyed. The Old Town was listed as a historic district in the National Register of Historic Places in 1971 and expanded in 1983. In 1991 the City became a Certified Local Government and in 2004 was one of the first eight communities that received the designation of a Preserve America community. The City has a Historic Architectural Review Commission, created by Charter, that is in charge of the preservation and conservation of the integrity of the historic district and historic structures located outside of the district. The Historic Architectural Review Commission members are volunteer citizens that are advocates in the protection of the historic and architectural heritage of the city. Other historic preservation advocate community groups include Historic Florida Keys Foundation, Key West Art and Historical Society and the Old Island Restoration Foundation.

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:

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
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.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

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

Return Completed form with
Supporting documents to:
City of Key West Purchasing

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

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:

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 3:00 p.m. April 20,2011 for the “Request For Proposals #007-11 – Key West Historic Resource Survey 2011 Project” 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 # 007-11– Key West Historic Resource Survey 2011 Project”** 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: Key West Historic Resource Survey 2011 Project

Project Number: RFP #007-11

Firm _____

Date _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Past Performance on Similar Projects	20	
Approach and Understanding of Project	10	
Experience of Key Personnel	25	
Cost Proposal	25	
Familiarity with Key West History	10	
Sub-Total Points	90	
References	10	
Total Points	100	