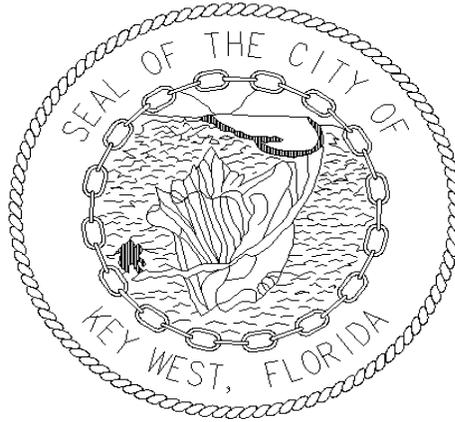


CITY OF KEY WEST, FL



REQUEST FOR PROPOSAL # 006-11 **For** **TENNIS PROFESSIONAL SERVICES**

MAYOR: CRAIG CATES

COMMISSIONERS:

BARRY GIBSON

MARK ROSSI

BILLY WARDLOW

CLAYTON LOPEZ

JIMMY WEEKLY

TERI JOHNSTON

PREPARED BY: ROD DELOSTRINOS
CITY OF KEY WEST
COMMUNITY SERVICES

COPY NO. _____



THE CITY OF KEY WEST
Post Office Box 1409
Key West, Florida 33041-1409

May 23, 2011

To: All Prospective Proposers

City of Key West is soliciting competitive sealed Proposals for Tennis Professional Services, RFP# 006-11.

This package contains the following documents.

- a. Cover letter one (1) page in length
- b. Information to Proposers one (1) page in length
- c. Request for Proposal two (2) pages in length
- d. Instruction to Proposers seven (6) pages in length
- e. Proposal Form one (1) page in length
- f. Anti-Kickback Affidavit one (1) page in length
- g. Non-Collusion Declaration 3 (three) pages in length.
- h. Proposal Forms

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). Please contact Rod Delostrinos, Deputy Director of Community Services at (305) 809-3751 or rdelostr@keywestcity.com with questions concerning the project.

Proposers submitting proposals should ensure that the following documents are completed, certified, and returned as instructed: Anti-Kickback Affidavit, Public Entity Crimes Certification, Copy of Current United States Professional Tennis Association Certification with rank of at least Professional 2 and/or United States Professional Tennis Registry Certification with the ranking of Professional or higher, No Conflict Statement, Statement of Proposer's Understanding of Work and List of Proposer's References from Similar Projects from the Last Five Years.

INFORMATION TO PROPOSERS

SUBJECT: Request for Proposal, RFP# 006-11 Tennis Professional Services

ISSUE DATE: June 15, 2011
MANDATORY PRE-PROPOSAL CONFERENCE: July 13, 2011, 9:00 a.m. @ Bayview Park Tennis Pro Shop adjacent to Tennis Courts

MAIL PROPOSALS TO: City Clerk
City of Key West
525 Angela Street
Key West, Florida 33040

DELIVER PROPOSALS TO: City Clerk
City of Key West
525 Angela Street
Key West, Florida 33040

PROPOSALS MUST BE RECEIVED NO LATER THAN: 3:00 P.M. Eastern Time on August 3, 2011

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

REQUEST FOR PROPOSAL

Pursuant to City Ordinance, notice is hereby given that the City of Key West, Florida is seeking proposals to provide tennis professional services at Bayview Park for a period of five (5) years. The city currently has 5 public tennis courts (1- two court and 1-three court configuration) and one retail space. Prospective proposers would be expected to provide a combination of court supervision and retail space management for at least eight (8) hours daily for (the recommended hours are from 10 a.m. to 7 p.m.), private lessons as required, operation of retail space, direction of tournaments, and all court maintenance. Court maintenance equipment, retail inventory, and materials will be provided by the proposer. The proposer will submit a request for any major maintenance tasks for the courts or the retail space costing \$5000 or more to the City of Key West for review and inclusion in the City Facility Maintenance Plan. Although private lessons are permissible, a total of three (3) or more courts must be available for public use. The exception to this requirement is scheduled events such as tournaments where all courts are used. See page 6 for a sample concession agreement the City typically uses.

The qualifications of the tennis professional sought are:

1. Member of United States Professional Tennis Association with rank of at least Professional 2 and/or United States Professional Tennis Registry ranking of Professional or higher. A minimum of 6 million dollars of Personal Liability Coverage insurance for tennis activities is required with the City of Key West, FL named as an additional insured.
2. Experience in business management, tennis specific marketing and sales, and business accounting.
3. Experience in all areas of tennis facility maintenance. This includes but is not limited to cleaning, standing water removal, painting, net replacement, minor retail space repair and crack repair. The desired end state is a tennis facility that allows for regulation play throughout the year.
4. Experience in all aspects of directing tournaments.

The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in proposal. The City may reject proposals: (1) if the Proposer misstates or conceals a material fact in it's Proposal (2) if the Proposer does not strictly conform to the law or is non-responsive to Proposal requirements, (3) if the Proposal is conditional, (4) if a change of circumstances occurs making the purpose of the proposals unnecessary or (5) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any proposal. All proposals will processed in accordance with Sunshine Laws, Florida Statute, Chapter 119.01

Mandatory Proposal Submittals:

- a) United States Professional Tennis Association Certification with rank of at least Professional 2 and/or United States Professional Tennis Registry Certification with the ranking of Professional or higher.
- b) Personal Liability Insurance of at least 6 million dollars for tennis activities.
- c) Anti-Kickback Affidavit (Attachment A)
- d) Public Entity Crimes Certification (Attachment B)
- e) Non-Collusion Declaration (Attachment C)
- f) Indemnification Form (Attachment D)
- g) No Conflict Statement

- h) Statement of Proposer's Understanding of Work
- i) List of Proposer's References from Similar Projects from the Last Five Years

Sunshine Committee Scoring Breakdown:

The scoring is based on a weighted scoring system. A total of 1000 Points are possible. The weighted designation is as followed:

Criterion	Points (1-10)	Weight
Demonstrated Tennis Professional Experience		30
Annual Proposal Cost to the City		25
Experience in all areas of tennis facility maintenance		20
Experience in business management, tennis specific marketing and sales, and business accounting		15
Experience in all aspects of directing tournaments		10

For information or questions, contact Rod Delostrinos, Deputy Director of Community Services at 809-3751 or email at rdelostr@keywestcity.com.

Dated this day of _____, 2011

CITY OF KEY WEST, FLORIDA

BY: _____

Jim Scholl, City Manager

SAMPLE CONCESSION AGREEMENT FORMAT

(Details and language will vary based on the response from the Request for Proposals and the City Attorney’s Office.)

THIS AGREEMENT is entered into this _____ day of _____ 2011, between the City of Key West, Florida (hereinafter referred to as “City”), a municipal corporation organized and existing under the laws of the State of Florida, and _____, a corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as “Concessionee”).

WITNESSETH:

- (1) Concessionee wishes to obtain from City certain rights to vend to the public at a concession location at Bayview Park tennis courts.
- (2) City wishes to convey such rights for a stated period, in return for monetary consideration and other assurances, in order that tennis professional services and retail shall be available to the public.
- (3) City and Concessionee desire a written agreement between them providing terms by which City grants, and Concessionee accepts such rights.

NOW THEREFORE, in mutual consideration of the benefits that will accrue to the parties in faithfully abiding by the terms of this Agreement, City and Concessionee agree as follows:

- (1) Concession Premises: City hereby grants to Concessionee the right and authority to use only as hereinafter described as the demised area as shown on the attached exhibit A. (hereinafter, “Concessions Premises”), being more particularly described as follows:
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

An aerial photograph of the above described Concession #1 Premises is attached hereto as “Exhibit A”, and is made a part hereof.

- (2) Concession Term: City hereby grants to Concessionee’s use as hereinafter described, the Concession Premises for a term of five (5) years (hereinafter, Concession Term”). The Concession Term is subject to all rights of termination as hereinafter described.
- (3) Concession Use: Subject to terms and conditions provided in this Agreement, City hereby grants to Concessionee the right and authority to operate, as herein described, tennis professional services and retail (hereinafter, “Concession Use”) upon the Concession Premises. It is the sole responsibility of the Concessionee to keep all equipment in good repair and supply all need approved equipment to conduct tennis professional activities as described below.

- (a) Tennis Retail
- (b) Tennis Lessons

- (4) Concession Fee:

- (c) Payment Amount: Concessionee agrees to pay to City \$X per month, or XX percent of (XX%) gross income, whichever is greater (hereinafter, "Concession Fee"), plus applicable sales tax. Gross income shall include all revenues derived by Concessionee from the retail space excluding sales tax collected for direct pass-through to local or state government.
 - (d) Increases in Minimum Fee
 - (e) Payments Due
 - (f) Additional Rent: Should any fee, tax, penalty, fine or other amount due City be levied or imposed upon Concessionee for any reason related to Concessionee's use of the Premises involved in this agreement, from any source whatsoever, including but not limited to sales, tax, ad valorem tax, code enforcement fine, the same shall be the responsibility of the Concessionee and Concessionee shall pay the same promptly when due as additional rent hereunder.
 - (g) Hardship Provision: If the Bayview Park Tennis courts are deemed "closed" through no fault of the Concessionee by an event beyond their control, including City construction projects, destructive storms, etc. for more than 15 days of the month, the Concessionee may request, by writing to the City Manager, that the hardship provision be invoked.
- (5) Insurance: A minimum of 6 million dollars of Personal Liability Coverage insurance for tennis activities is required with the City of Key West, FL named as an additional insured.
- (6) Indemnity: Concessionee agrees to indemnify, defend and hold harmless the City, its officers, employees, and agents from all actions, claims, penalties, and judgments for damages at law or equity of any nature whatsoever arising, or alleged to arise, out of the (i) the act of the City in granting this concession, or out of (ii) the acts or omissions of Concessionee, its employees, agents, independent contractors, licensees, customers, or invitees, or out of (iii) Concessionee's operation of its business or rights conferred by this Agreement. Concessionee shall defend City, and shall pay all reasonable expenses incurred by City in defending itself, with regard to all damages and penalties the City may legally be required to pay as a result of the rights granted hereunder. Expenses shall include all incidental expenses including attorney fees, and shall include a reasonable value of any services rendered by the Office of the City Attorney.
- (7) Access to Records: Concessionee agrees to keep, at its principal office, records in accordance with generally accepted accounting principles, in which gross sales shall be recorded. Such records shall be open for inspection by the City or its agents, including accountants retained for that purpose, during reasonable business hours for the term(s) of the concession and for at least three (3) years thereafter. If any audit shows that the amount of gross sales on Concessionee's statement was understated by more than one percent (1%) for any year, then Concessionee (in addition to paying the percentage Concession Fee due for such understatement) shall pay to City the reasonable cost of the audit. Annually, the Concessionee shall submit to City a report of its operations showing in detail annual gross revenue as defined herein. The report shall be submitted within ninety (90) days of the close of each fiscal period; it shall be prepared in accordance with generally accepted accounting principles and shall be in sufficient detail to allow for a complete accounting for all gross sales derived from the Concession Use. A financial officer of the Concessionee shall certify the report.

(8) Assignment, Sublease, Transfer of Control

(a) Identification of Ownership

(b) Transfer

(9) Notice

(10) Default

(11) Cumulative Remedies; Nonwaiver

(12) Joint, Several Liability

(13) Surrender of Possession

(14) Utilities and Taxes

(15) Public Access

(16) No Partnership

(17) Captions

(18) State Approval

(19) Validity of Agreement

(20) Entire Agreement

Exhibit A



Orange Areas and Tennis Pro Shop are the areas which will be listed as “demised property”

INSTRUCTIONS TO PROPOSERS

1. TYPE OF PROPOSAL

Proposals will be accepted on the attached forms for the specific work requested. Alternate proposals offering innovative equipment, services or methods may be offered and will be considered. Alternate proposals shall provide sufficient information for the city to fairly consider alternate options; all information regarding the alternate proposal must be included in the bid and cannot be offered after the opening. If Alternate proposals are proposed, Section B. ADD/ALT Work must be completed and included with all its existing forms in all proposals. Regardless of proposal method selected, "INFORMATION REQUIRED FROM CONTRACTORS" must be provided as indicated

The attached forms are for proposals of PRICE PER ANNUM.

A. PRICE PER ANNUM OFFER

The Proposal for the work is to be submitted on a per annum sum basis. A break down listing of price shall be submitted for all items of work set forth in the Proposal. All items required to complete the work specified in the Proposal shall be considered incidental to those set forth in the Proposal.

B. ADD/ ALT WORK

Unit price- The estimate of annual quantities of work to be done is tabulated in the Proposal and although stated with as much accuracy as possible is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents, whether quantities are similar or significantly different from those in the bid form. No additional fees shall be paid for this work.

2. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Proposal form must be filled in, as required, in BLACK INK or TYPED. All price information will be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between amounts stated in writing and the amounts stated in figures.

Any Proposal shall be deemed informal, which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published RFP.

Proposers shall not submit unbalanced Proposals as requested in the breakdown of Proposals.

Only one (1) Proposal from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Proposer is interested in more than one (1) Proposal for work contemplated, all Proposals in which such Proposer is interested will be rejected.

B. SIGNATURE

The Proposer shall sign his/her Proposal in the blank space provided therefore. If Proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Owner prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL PROPOSAL REQUIREMENTS

The Proposer's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, CODES, ORDINANCES, PERMITS, and LICENSES, as set forth in the General Conditions.

D. ATTACHMENTS

Proposer shall complete and submit the following forms with his/her Proposal or as otherwise identified in the Proposal document:

- Proposal Form on Company letter head,
- United States Professional Tennis Association Certification with rank of at least Professional 2 and/or United States Professional Tennis Registry Certification with the ranking of Professional or higher.
- Personal Liability Insurance of at least 6 million dollars for tennis activities.
- Anti-Kickback Affidavit (Attachment C)
- Public Entity Crimes Certification (Attachment D)
- No Conflict Statement
- Statement of Proposer's Understanding of Work
- List of Proposer's References from Similar Projects from the Last Five Years

Note: if any of the items above or as required in other parts of the document are not included in the Proposal, the City has the option of considering the Proposal none responsive and therefore will be rejected.

3. STATE AND LOCAL SALES AND USE TAX

The Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Proposer, as required by the laws and statutes of the state and its political subdivisions shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

4. SUBMISSION OF PROPOSALS

All Sealed Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the RFP. Proposals must be made on the Proposal forms provided herewith.

Each Proposal must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Proposer's name and its contents without being opened, and addressed in conformance with the instructions in the RFP. One original and eight copies are required.

5. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for the receipt of Proposals. Such notice shall be in writing over the signature of the Proposer or by telephone, fax, or email. If by telephone, fax, or email, written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of Proposals, and it shall be so worded as not to reveal the amount of the original Proposal. No Proposal may be withdrawn after the time scheduled for the opening of Proposals, unless the time specified in AWARD OF CONTRACT, in these Instructions to Proposers shall have elapsed. Any withdrawal will result in the forfeiture of any bid bond.

6. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of the Proposals, the Owner will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Proposer's representative. In the event of failure of the responsive, qualified Proposer to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to another responsive, qualified Proposer. Such award, if made, will be made within ninety (90) days after the opening of the Proposals.

At the time of the bid, the successful Proposer must show satisfactory documentation of such State, County and City licenses as would be required. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the

Proposal in question. The Owner reserves the right to reject any and/or all Proposals because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Proposals, and to accept any Proposal that the CRA deems to be in the best interest of the Owner.

7. BASIS OF AWARD

The Owner, on the basis of that Proposal, will make the award to the responsible party whose proposal is determined in writing to be the most advantageous to the city, taking into consideration price and the evaluation factors and the criteria set forth in the request for proposals. The final award determination or rejection shall be made by the city commission.

8. EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) working days after receiving notice of award, sign and deliver to the Owner the Contract together with the acceptable insurance certificates as required in these Documents. Within ten (10) working days after receiving the signed Contract, with acceptable insurance from the successful Proposer, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

9. QUALIFICATION OF CONTRACTORS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the Owner.

10. LICENSES, PERMITS, AND FEES

The Proposer is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work.

11. PROPOSER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Proposer further declares that he/she has carefully examined the Contract Documents for the project and conditions of work involved. Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Proposer further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

12. CERTIFICATES OF INSURANCE

Proposer agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

13. START OF PROJECT

The Proposer further agrees to begin work the date of the Notice to Proceed and to complete the all items in the per annum sum per listing in proposal.

14. QUESTIONS AND INTERPRETATIONAL ADDENDA

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

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

Any questions or requests for clarification should be sent to:

Mr. Rod Delostrinos
Deputy Director of Community Services
633 Palm Avenue Key West,
FL 33040 (305) 809-3751
rdelostr@keywestcity.com

The Proposer hereby acknowledges that he has received Addenda No's. , , , , (Proposer shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Proposer further agrees that his Proposal(s) includes all impacts resulting from said addenda.

15. PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, subcontractors, or consultant under a contract with any public entity and may not transact business with any public

entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

16. CONFLICT OF INTEREST

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

17. PER ANNUM SUM OFFER PROPOSAL

The Proposer agrees to accept as full payment for performance of the work as herein the following per annum sum. The Proposer agrees that the per annum sum price represents a true measure required to perform the work, including all allowances for overhead. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Proposal will be awarded on total Proposal amount. A schedule of values shall be submitted with the Proposal.

PROPOSAL FORMS

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

PROPOSAL FORM

RFP# 0006-11

PER ANNUM SUM PROPOSAL OFFER PRICE FOR:

TENNIS PROFESSIONAL SERVICES

\$ _____

Proposal Offer Total in Words

ATTACHMENT: A

ANTI-KICKBACK AFFIDAVIT

PROJECT RFP #006-11 TENNIS PROFESSIONAL SERVICES

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Proposal will be paid to any employees 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 subscribed before me this

day of _____, 2011.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

ATTACHMENT: B

PUBLIC ENTITY CRIMES CERTIFICATION

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

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

(print individual's name and title)

for _____

(print name of entity submitting sworn statement)

whose business address is _____

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's

length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Judge determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

(SIGNATURE)

(DATE)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____
_____ who, after first being sworn by me, _____ (name of individual)
affixed his/her signature in the space provided above on this _____ day of _____, 2011.

NOTARY PUBLIC

Printed Name

My commission expires:

ATTACHMENT: C

FORM 575-060-13
RIGHT OF WAY -

05/01

**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NO.: _____

ITEM/SEGMENT

F.A.P. NO.:
PARCEL NO.:
COUNTY OF:
BID LETTING OF: _____

, _____

I, _____,

hereby

(NAME)

declare that I am _____

of _____

(TITLE)

(FIRM)

Of _____

(CITY AND STATE)

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

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a proposer or potential proposer on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection

with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

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

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

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

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

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

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

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

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

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

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

EXCEPTIONS:

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

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

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

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____, _____

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

**ATTACHMENT: D
CITY OF KEY WEST INDEMNIFICATION FORM**

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

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

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

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

CONTRACTOR: _____

SEAL:

Address

Signature

Print Name

Title

DATE: _____