

Request for Proposals



RFP # 005-20

STRATEGIC PLANNING SERVICES

JANUARY 21, 2020

MAYOR: TERI JOHNSTON

COMMISSIONERS:

GREG DAVILA

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

CLAYTON LOPEZ

MARY LOU HOOVER

PREPARED BY:
Patti McLauchlin
City of Key West
City Manager's
Office

INFORMATION TO RESPONDENTS

SUBJECT: REQUEST FOR PROPOSALS RFP NO. 005-20
STRATEGIC PLANNING SERVICES
ISSUE DATE: JANUARY 21, 2020

MAIL OR SPECIAL
DELIVERY REPOSSES TO: CITY CLERK
CITY OF KEY WEST
1300 WHITE STREET
KEY WEST, FL 33040

DELIVER RESPONSES TO: SAME AS ABOVE

RESPONSES MUST BE
RECEIVED: March 25, 2020

NOT LATER THAN: 3:00 P.M. LOCAL TIME

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PART 1

RESPONSE REQUIREMENTS

Introduction

The City of Key West is seeking proposals from consultants/firms to guide the City of Key West with the development of a comprehensive Strategic Plan. The City of Key West anticipates that the planning process will take several months to provide adequate time for participation by the Key West City Commissioners in addition to review by key community stakeholders. The outcome of the process will be a written strategic plan document that presents the planning process, the research, the analysis, opportunities and strategies along with an implementation plan that will guide the City of Key West for the next three to five years. Please note that this RFP requests the services of a consultant to facilitate the strategic planning process. The City is aware that there are a variety of perspectives, models, and approaches available to develop a strategic planning document; therefore, the successful firm should be able to discern which model or model(s) will best enable the City of Key West to complete its organizational and programmatic goals.

A consultant/firm will be selected for this project based on criteria stated in “Proposal Evaluation”. All completed proposals received by 3:00 p.m on March 25, 2020 will receive full consideration.

Background

Key West is an island city some 4 miles long by 1.5 miles wide. The island is located at the southern end of U. S. Highway 1, 153 miles southwest of Miami, Florida and 93 miles northwest of Havana, Cuba. Key West is the county seat of Monroe County. The city occupies the entire island as well as a portion of neighboring Stock Island to the northeast. The principal industry is tourism and Commerical/Charterboat fishing. Thus, a large portion of the work force is service industry in addition to governmental agencies and schools. The U. S. Navy and Coast Guard maintain a presence here as well.

The City’s 2018 estimated permanent population was 24,565. In addition to the permanent population, the City is a world-renowned tourist destination and a popular location for second homes. The total number of people in Key West on an average day, including permanent residents, seasonal residents, the maritime population, overnight tourists, day-trippers, cruise ship visitors, commuters, and shoppers, is estimated to be over 50,000. This number would spike significantly during special events such as Fantasy Fest or New Year’s Eve.

The City operates under the commission-manager form of government with six district Commissioners and one Mayor at large. The City Commission appoints the members of several volunteer boards and commissions who carry out responsibilities specified by State law, the City Charter, and local ordinances. These boards and commissions include the Planning Board, the Historic Preservation Committee, Tree Commission, Special Advisory Committees are also appointed by the City Commission to provide community input on issues and projects as needed. Currently, these boards include, Key West Bight Management District Board, Parks & Recreation Advisory, Bahama Village Redevelopment Advisory Committee, Arts in Public Places Advisory Board, Contractors Examining Board and the Environmental Sustainability Board.

The City of Key West has eighteen departments that employ over 524 full and part-time positions.

Proposal Requirements

General Instructions

1. All proposal respondents must carefully read and examine the Request for Proposal before submitting a proposal. The failure of a proposal respondent to read and examine the Request for Proposal shall be at the proposal respondent's own risk.
2. Proposal respondents are required to submit one hard copy and (2) electronic copies to the City of Key West Clerks office at 1300 White Street, Key West, Florida no later than 3:00 P.M.
March 25, 2020.
3. Proposals received after the above stated deadline time and date may not be considered. Proposals timely received at the aforementioned time shall be forwarded to the Selection Committee for review.
4. Proposal respondents shall submit proposals via PDF bearing City logo or name at the top or bottom of each numbered page. Proposal respondents shall respond to each question, issue, and technical specification in the order it is requested in this RFP.
5. Responses will be submitted in the following order:
 - Cover Letter
 - Table of Contents
 - Scope of Work (Proposal)
 - Required Forms & Affidavits
 - Pricing
 - Addendum acknowledgment
6. Pre-printed advertisements, brochures, and promotional material may be attached as additional information, but shall not serve as a substitute for a specific response. Attachment of brochures instead of the written response request will be grounds for disqualification or devaluation. A simple "yes" or "no" answer alone will not be acceptable unless clearly requested; an explanation shall be provided for each question/issue listed in this response outline.
7. The fees proposed (in U.S. dollars) will be used for proposal evaluation only. City requires that vendors' responses to this RFP shall remain in effect for a period of (120) one-hundred-twenty days following the closing date of the RFP, in order to allow adequate time for evaluation, approval, and award of contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to City, along with proposed alternatives. City may accept or reject such proposed alternatives without further notification or explanation.

EXPLANATIONS AND CLARIFICATIONS

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to Patti McLauchlin, pmclauchlin@cityofkeywest-fl.gov.

Proposers are responsible for clarifying any perceived ambiguity, conflict, discrepancy, omission, or other error in the RFP before submitting its proposal. If a Proposer finds any such ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Proposer will immediately notify the above mentioned in writing, through the above contact and request modification or clarification. City, if appropriate, may make modifications or clarifications by issuing a written response to all known Proposers and/or whose names appear as having received this RFP.

PRE-PROPOSAL CONFERENCE

A MANDATORY pre-bid meeting will be held at **10:00 a.m. on 02/12/2020**. The Proposers are responsible for any information, statements or requirements discussed at the pre-proposal conference. The location of the conference will be the City Manager's Conference Room on the 2nd floor of Key West City Hall, 1300 White Street, Key West, Florida. Written questions may be submitted for inclusion in the pre-proposal conference until 1 p.m. the previous day to Patti McLauchlin. Email:pmclauchlin@cityofkeywest-fl.gov. Questions will also be taken from the floor during the conference.

RFP SCHEDULE

Event	Date
Broadcast Date	01/21/2020
Mandatory Pre-Bid	02/12/2020
Deadline for Questions	02/26/2020
Answers Submittal Deadline	03/06/2020
Opening of Proposals	03/25/2020
Evaluation Committee Meets	04/08/2020
Place of City Commission Agenda (Tentative)	05/05/2020

PROPOSAL EVALUATION

1. Selection Committee

The duties of the Selection Committee will be to review and consider all timely submitted written proposals. The Selection Committee will utilize an evaluation form and rating scale to assess each proposal. Selection of a vendor or vendors may be based on the written proposals, at the discretion of the Selection Committee, and site visits may be used in the final selection process.

2. Process

The proposer must be willing to meet with the Selection Committee, if necessary, to explain any portion of the services to be provided. Additionally, proposers may be required to make presentations to the Strategic Plan Selection Committee. The Selection Committee will rank all proposals based on the criteria established below.

3. Evaluation Criteria

The City of Key West selection committee will review and evaluate all properly submitted proposals that are received on or before the deadline. The committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal. The committee shall participate in the analysis of RFPs, the interview process and the final recommendation of the selected consultant for the project.

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 Submitter Ranking Form. Up to three (3) highest rated Responses as determined by the City Manager appointed selection team will be considered "short-listed" firms. In the event of a ranking tie between the two or more firms, the highest three and ties will go forward to the City Commission. Each short-listed respondent may be required to make a presentation of no more than 10 minutes to the City Commission; the exact length of the presentation is up to the discretion of the 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.

A final contract, including a detailed scope and fee, must be negotiated by the City Manager 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.

The committee will rank proposals based on the criteria stated below:

- Responsiveness of the Proposal to the project objectives.
- Responding firm's experience in completing work of a similar size and scope.

- Specific qualifications of the primary staff who will manage, supervise, and provide services, including past experience on projects of similar size and scope.
- Public sector experience and qualifications of the firm. This includes past project experience and/or research projects conducted for recognized industry associations.
- Proposer's project management methodology and experience.
- Proposer's familiarity with the strategic planning needs of the City of Key West.
- Client references.
- Cost of services to include all travel expenses, and all miscellaneous expenses.

4. Scoring for Proposal

- a. Proposal responses from vendors will be scored using the above criteria measured by the quality of answers provided in the Proposal Content.
- b. Proposal is limited to a maximum of 20 pages and must adhere to the standards outlined in General Instructions portion of these documents.

SCOPE OF WORK

As envisioned, the scope of services for this proposal will include the following components.

Visioning

The consultant(s) will facilitate a community visioning process. This process will consist of public meetings, stakeholder group sessions, outreach forums, online survey(s), social media, local events, discussions with City staff and other forums appropriate for outreach and public input. The result of these efforts will result in a robust array of suggestions from members of our community. The desired outcome is a vision for our community, from our community members and leaders which will include specific visioning goals that will serve as a framework for the strategic planning process. The Consultant will develop a work plan to guide project activities and communications. The Consultant will conduct orientation and briefing sessions for the City Commission and employees at all levels to educate them on the goals of the project and the potential outcomes. The consultant must also be available for any necessary presentations to the City Commission and/or project team to include but not limited to a final strategic plan presentation to the City Commission and/or project team.

- Conduct a situational analysis of the City of Key West organization to include committees and boards.
- Identify and assess the strengths, weaknesses, opportunities, of the City of Key West organization.
- Based on the assessment data, facilitate the revision of the Vision, Core Values, and Mission for the City of Key West organization.
- Facilitate the development of goals and objectives that support the Vision, Values, and Mission of the City of Key West organization.
- Identify potential strategic initiatives with outcomes that support community commerce, community collaboration, community condition and community character.
- Facilitate the development of a process to keep the City Commission involved and engaged in a continual strategic planning process including use of City Commission meeting agenda to handle strategic discussions, newsletters and regularly scheduled reviews and reports.
- Facilitate the development of a process to keep employees involved and engaged in a continual strategic planning process including focus groups, feedback loops, newsletters and regularly scheduled reviews and reports.
- Submit recommendations for appropriate implementation measures that city staff will need to take. Include proposed policies and administrative guidelines that will need to be in place to administer the comprehensive strategic plan. These policies and administrative guidelines should be very specific in nature. Develop a system to measure

the effectiveness of city activities in meeting the objectives of the comprehensive strategic plan. Ensure the measures are linked to the overall vision, mission and goals of the City as a whole.

City Commissioner Session Preparation

As necessary, the City envisions holding a workshop dedicated to this effort. We seek input from consultant/firm to help structure and facilitate the event to maximize impact. Among topics that can be addressed are:

Needs Assessment - Assessment of the values, strengths, weaknesses, and competencies of the city.

Program Inventory and Analysis - Inventory existing program offerings and partnerships to serve as a baseline to identify service gaps and opportunities for different delivery options, partnerships and collaborations.

Identification of Opportunities, Strategies and Vision - Refining the vision for the city which identifies its priorities, opportunities and strategies, and clarifies the city's role and confirms its mission and values.

Citizen Services – how can the city be structured and operate to maximize citizen services and sustain these services at a high level.

Information Gathering

During this phase, the consultant will collect data and information to become more familiar with the City of Key West. The consultant shall perform a SWOT analysis to identify the city's strengths, weaknesses, opportunities and threats involving and relating to the organization. This effort should include determining the community's strengths, weaknesses, threats and assets, its resources, and other valuable insight considering current trends and topics influencing and impacting the community. Such information may include but should not be limited to an inventory of city resources including its finances, infrastructure, staff, opportunities, a community inventory of people, education, health care, business development, and job opportunities.

An Action Plan will be developed to define implementation steps and techniques along with a schedule of target dates to further define the goals. Benchmarks or milestones will be identified to help measure the City's success in implementing the Strategic Plan. Development of initiatives to promote public involvement designed to engage the community, stakeholders and city leadership throughout the process is critical.

Report Review

At the end of this exercise, the consultant will draft a final plan document for review and presentation of the plan to the broader community. The consultant will be participating in review and refinement of this document. The city and the consultant will work collectively to develop a series of implementation techniques designed to keep community members, stakeholders, business leaders, city staff and city leadership engaged in the implementation of the identified

goals, objectives and initiatives of the Strategic Plan. This process could be coordinated with an oversight or implementation committee tasked with meeting regularly to ensure the Strategic Plan remains a viable “living” project for the next three to five years. It is expected that the consultant will oversee the Strategic Plan for the two years. At a minimum, the consultant will provide the following deliverables:

- A recommended package of material suitable for public distribution and outreach,
- A final Strategic Plan document that includes an implementation plan with defined milestones and benchmarks intended to measure the city’s progress.
- An executive summary of the Strategic Plan.

INSURANCE REQUIREMENTS

1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, the Contractor/Consultant shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West Florida (the City), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Contractor/Consultant's Liability policies with the exception of the Contractor/Consultant's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Contractor/Consultant shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to Authority, on a timely basis, if requested by Authority.
- 1.05 If the Contractor/Consultant fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor/Consultant refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to Authority, The City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor/Consultant's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Contractor/Consultant shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor/Consultant shall promptly authorize and have delivered such statement to Authority.
- 1.07 The Contractor/Consultant authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor/Consultant's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor/Consultant shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor/Consultant in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Contractor/Consultant under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor/Consultant. The Contractor/Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor/Consultant have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed

therefore, it should seek professional assistance.

- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor/Consultant. No personal property owned by the City used in connection with these business activities shall be considered by the Contractor/Consultant's insurance company as being in the care, custody, or control of the Contractor/Consultant.
- 1.13 The Contractor/Consultant shall be responsible for any and all deductibles/self-insured retentions contained in their insurance policies.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor/Consultant.
- 1.17 If the Contractor/Consultant utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor/Consultant will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor/Consultant. In addition, the Contractor/Consultant will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor/Consultant contained within this Agreement. The Contractor/Consultant shall obtain Certificates of Insurance comparable to those required of the Contractor/Consultant from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor/Consultant's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor/Consultant from the direct primary responsibility Contractor/Consultant has to the City hereunder. The City may look directly to Contractor/Consultant for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contract's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor/Consultant unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each

Employee

If the Contractor/Consultant has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor/Consultant will be required to issue a formal letter (on the Contractor/Consultant's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

Commercial General Liability Insurance shall be maintained by the Contractor/Consultant on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$2,000,000.00 Combined Single Limit each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by the Contractor/Consultant for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Contractor/Consultant as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
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If the Contractor/Consultant does not own any vehicles, this requirement can be satisfied by having the Contractor/Consultant's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Professional Liability Insurance shall be maintained by the Contractor/Consultant which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor/Consultant arising out of activities governed by this Agreement. The minimum acceptable limits of liability shall be \$1,000,000 per Occurrence and \$2,000,000 Annual Aggregate. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

GENERAL REQUEST FOR PROPOSAL REQUIREMENTS

CITY STAFF SELECTION CRITERIA MATRIX

REQUEST FOR STRATEGIC PLANNING SERVICES

Project Number: RFP # 005-20

Firm _____

Date _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Project Approach - Completeness of project methodology, quality and professionalism in response to objectives response to objectives	25	
Expertise- Past Performance references, key personnel resumes, public sector experience in completing work of similar scope and size	25	
Project Management – Management Plan, Staffing Plan, Project Schedule	25	
Pricing	25	
Total Points	100	

PART 2
FORMS AND AFFIDAVITS

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

PROJECT NAME: Strategic Planning Services

SUBMITTED TO: The City of Key West
1300 White Street
Key West, FL 33040

SUBMITTED BY:

Company Name:	_____	Corporation	_____
Company Website:	_____	Partnership	_____
Principle's Name:	_____	Individual	_____
Principle's Title:	_____	Joint Vent	_____
Address 1:	_____	Other	_____
Address 2:	_____		
Contact Email:	_____		

LICENSING:

State of Florida License No. _____ Expires _____

PROPOSER REFERENCES: List references, including contact name of whom we may call.

Reference List			
Reference	Contact Name	Phone	Email

I certify under oath that all the information herein is true.

Signature

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2020

By _____

(Seal)

Signature of Notary

Personally Known _____
Produced Identification _____
Type Produced _____

Print

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any 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 _____, 2020.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby 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.

By: _____

Sworn and subscribed before me this
_____ day of _____, 2020.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. _____ for

2. This sworn statement is submitted by _____
(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.)

3. My name is _____ and my relationship to
(Please print name of individual signing)

the entity named above is _____.

4. 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 with 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, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), 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 information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. 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 controlling interest in another person, or a pooling of equipment or 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.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), 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.

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

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)

___ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

STATE OF _____ (Date)

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the

space provided above on this _____ day of _____, 2020.

My commission expires: _____

NOTARY PUBLIC

INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT 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 CONSULTANT, its Sub-consultants 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 CONSULTANT’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 CONSULTANT 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 CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all the Work. This indemnification shall continue beyond the date of completion of the work.

: _____

SEAL:

Address

Signature

Print Name

Title

Date

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 Ordinance Sec. 2-799.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2020.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

City Ordinance Sec. 2-799
Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
 - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
 - (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
 - (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
 - (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
 - (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created or is being used for evading the requirements of this section.
 - (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
 - (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
 - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
 - (2) The city may terminate the covered contract; or
 - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
 - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
 - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non- profit charitable or

educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.

- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, the acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
 - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
 - a. The covered contract is necessary to respond to an emergency. b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

CONE OF SILENCE AFFIDAVIT

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).

(signature)

(date)

Sworn and subscribed before me this
_____ Day of _____, 2020.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

City Ordinance 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 publicly 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)

PROPOSER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a proposal and is not intended to be all inclusive. It does not alleviate the proposer from the responsibility of becoming familiar with all aspects of these Documents and proper completion and submission of his proposal.)

1. All included documents thoroughly read and understood. _____
2. Addenda acknowledged. _____
3. Qualification Form filled out. _____
4. Responses submitted in the following order: _____
 - a. Cover Letter
 - b. Table of Contents
 - c. Executive Summary
 - d. Qualification Statement
 - e. Required Forms & Affidavits
 - f. Addendum acknowledgment
5. Proposer familiar with federal, state and local laws, ordinances, rules and regulations affecting performance of the work.
6. Proposal submitted in sealed envelope and addressed and labeled in conformance with the instruction in the RFP.

CONTRACT

The selected proposer will be expected to execute a contract with the CITY within 30 days of Notice to Award. If the contract cannot be successfully negotiated, the CITY may elect to negotiate with the second ranked proposer and so forth.

SUBMITTAL OF PROPOSER

Proposals shall stipulate that the proposed terms are valid for one-hundred and twenty (120) days from the date of submittal. Proposals must be signed by an official who has legal authority to bind the individual or form.

CITY MAILING ADDRESS

All proposals meeting the criteria as outlined in page 2 of the documents shall be mailed to:

The City of Key West
Office of the City Clerk
1300 White Street
Key West, Florida 33040