

# CITY OF KEY WEST



## REQUEST FOR PROPOSALS

RFP # 25-005

FOR

Historic Building Rehabilitation  
Lease and Adaptive Use  
Cable Hut(s)

Mayor: Danise Henriquez

City Manager: Brian L. Barroso

Commissioners:

Monica Haskell; District 1

Donald "Donie" Lee; District 3

Mary Lou Hoover; District 5

Samuel Kaufman; District 2

Lissette Carey; District 4

Aaron Castillo; District 6



REQUEST FOR PROPOSALS  
CITY OF KEY WEST - PURCHASING OFFICE  
1300 White Street, Key West, Florida 33040

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**Solicitation Data**

Request Number:	RFP 25-005
Title:	Historic Building Rehabilitation Lease and Adaptive Use Cable Hut(s)
Description:	The City of Key West is requesting proposals for the rehabilitation, adaptive reuse and (long-term) lease of the Cable Hut(s) in Key West, Florida 33040.
Contact:	Lucas Torres-Bull, Procurement Manager
Phone:	(305) 809-3807
Email:	<a href="mailto:lucas.torresbull@cityofkeywest-fl.gov">lucas.torresbull@cityofkeywest-fl.gov</a>
Issue Date:	April 3, 2025
Mail or Deliver Responses To:	City Clerk City of Key West 1300 White Street Key West, FL 33040
Mandatory Site Walk-Through:	April 16, 2025, 9:00 A.M. LOCAL TIME
Clarification Submittal Deadline:	April 21, 2025, 3 P.M. LOCAL TIME
Clarification Response Deadline:	April 25, 2025, 3 P.M. LOCAL TIME
Responses Deadline Date:	May 5, 2025, 3 P.M. LOCAL TIME
Estimated Award Date:	June, 2025

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# **City of Key West**

## **Request for Proposals**

### **Historic Building Rehabilitation Lease and Adaptive Use**

### **Cable Hut(s)**

### **RFP No. 25-005**

**NOTICE:** Pursuant to Sec. 2-769 of the City's Code of Ordinance, sealed proposals for consideration to provide the services detailed in the scope of services listed below, shall be received until **3:00 P.M. on May 5, 2025**. The submittals shall be clearly marked **"RFP No. 25-005 – Historic Building Rehabilitation Lease and Adaptive Use, Cable Hut(s)"**.

**All submittals shall be publicly opened and recorded on May 5, 2025, at 3:00 P.M.\*\*** Late submittals shall **not** be accepted or considered.

**Please submit one (1) original and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside "Sealed Proposals for RFP No. 25-005 Historic Building Rehabilitation Lease and Adaptive Use Cable Hut(s)" addressed and delivered to the City Clerk at the address noted above.**

Solicitations may be found via the City of Key West website ([www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)) under Finance and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Key West reserves the right to accept any bid deemed to be in the best interest of the City or to waive any irregularity in any submittal. The City may reject any or all bids and re-advertise.

## **PROJECT OVERVIEW**

The City of Key West is seeking proposals from interested parties for the lease and rehabilitation of the Cable Hut(s) located at Mallory Square, Key West, Florida 33040. Proposers must submit their proposals in accordance with the instructions and timeline outlined in this RFP. The City will only consider proposals that include all required information, as determined at the City's sole discretion.

The City will evaluate the proposals submitted in response to this RFP to rank proposers. The top-ranked proposer will be invited to enter contract negotiations. The selected Proposer must demonstrate relevant experience and capabilities included, but not limited to, adaptive reuse and rehabilitation of historic sites.

All inquiries must reference **RFP No. 25-005 – Historic Building Rehabilitation Lease and Adaptive Use Cable Hut(s)** in the subject line and should be directed to the following email at [lucas.torresbull@cityofkeywest-fl.gov](mailto:lucas.torresbull@cityofkeywest-fl.gov). No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates via written addendum.

# **SECTION 1**

## **GENERAL TERMS AND CONDITIONS**

### **1.1 DEFINITIONS**

#### **(i) We/Us/Our/City**

These terms refer to the City of Key West, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

#### **Finance-Division**

The Division responsible for handling procurement related issues within the City.

#### **Departments**

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

#### **Authorized Representative**

The user Department's contacts for interaction regarding contract administration.

#### **(ii) You/Your**

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFQ/RFP/ITB, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

#### **Proposer/Consultant/Submitter**

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

#### **Successful Proposer/ Consultant/Submitter**

The Proposer whose Proposal to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Commission, and a contract will be executed for the provisions of the goods and/or services specified in this RFQ/RFP/ITB.

#### **(iii) Proposals/ Submittals**

The written, sealed document submitted by the Proposer in response to this RFQ/RFP/ITB. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

### **1.2 CLARIFICATION/ QUESTIONS**

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFQ/RFP/ITB shall be directed in writing by email, to the Procurement Contact email address specified on the title page.

Answers, citing the question but not identifying the questioner, will be publicly noticed, and distributed simultaneously to all known prospective Proposers.

#### **(i) Written Addenda**

If it becomes evident that this RFQ/RFP/ITB must be amended, we will issue a formal written addendum to all registered prospective Proposers via Demand Star. Addendum will be uploaded to Demand Star, available via link on the City's webpage. If necessary, a new RFQ/RFP/ITB opening date may be established by addendum.

### **1.3 COST OF PREPARATION**

The City will not be responsible for any expenses incurred by Proposers for the preparation of a Proposal related to this procurement, or for any negotiations related to potential award of the Contract.

### **1.4 EXAMINATION OF DOCUMENTS**

The Proposer must thoroughly examine each section of this RFQ/RFP/ITB. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Contact. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Finance Division as having received the RFQ/RFP/ITB documents. No person is authorized to give oral interpretations of or make oral changes to the RFQ/RFP/ITB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

### **1.5 PUBLIC RECORDS**

Upon award recommendation or thirty (30) days after the RFQ opening, whichever is earlier, any material submitted in response to this RFQ/RFP/ITB will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

## **1.6 WITHDRAWAL OF PROPOSAL**

A Proposer may, without prejudice, withdraw, modify, or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

## **1.7 RIGHT TO REJECT**

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFQ/RFP/ITB does not, itself, in any way constitute a contractual agreement between the City of Key West and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Key West. Furthermore, the City reserves the right to award without further discussion.

## **1.8 GOVERNMENTAL RESTRICTIONS**

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this Proposal prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

## **1.9 SUBMISSION OF PROPOSAL**

### **(i) Incurred Expenses**

The City is not responsible for any expenses which Proposers may incur for preparing and submitting Proposals called for in this RFQ/RFP/ITB.

### **(ii) Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

### **(iii) Request for Modifications**

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

### **(iv) Bid Acknowledgment**

By submitting a Proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and

quality of work to be performed.

### **(v) Acceptance/Rejection/Modification To Submittals**

The City reserves the right to negotiate modifications to this RFQ/RFP/ITB that it deems acceptable, reject any and all Proposals for any reason whatsoever, and waive minor irregularities in any submittal.

### **(vi) Submittals Binding**

All Proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

### **(vii) Alternate Proposals/ Statement/ Proposals**

Alternate Proposals and/or statements will not be considered or accepted by the City.

### **(viii) Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the Proposal.

### **(ix) Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFQ/RFP/ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their Proposals which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All Proposals received from Proposers in response to this RFQ/RFP/ITB shall become the property of the City of Key West and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

## **1.10 COMPLIANCE WITH ORDERS AND LAWS**

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ/RFP/ITB and subsequent contracting including, but not limited to:

**Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)**

**Occupational, Safety and Health Act (OSHA)**

**The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes**

**Environment Protection Agency (EPA)**

**Uniform Commercial Code (FL Statutes, Chapter 672)**

**American with Disabilities Act of 1990, as amended.**

**National Institute of Occupational Safety Hazards (NIOSH)**

**National Forest Products Association (NFPA)**

**State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code**

**U.S. Department of Transportation**

**City of Key West, City Ordinance Sec 2-766-2-845  
Cone of Silence, City of Key West Code of Ordinances**

**The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment**

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Commission members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for

which the Proposal is submitted and may be further disqualified from submitting any future Proposals for goods or services to City. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a Proposal to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

#### **1.11 CONE OF SILENCE**

Notwithstanding any other provision in the specifications, the provisions of Section 2-773 Cone of Silence, 2-289 Conflict of Interest and 4.10 Disclosure of Financial Interest by Officers and Employees are applicable to this transaction.

The Cone of Silence shall be imposed on this RFQ/RFP/ITB upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFQ/RFP/ITB between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFQ/RFP/ITB between the Mayor, Commission members and any member of the Mayor and Commission's professional staff;
- (3) Any communication regarding this RFQ/RFP/ITB between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFQ/RFP/ITB between the Mayor, Commission members and any member of the selection committee therefore;
- (5) Any communication regarding this RFQ/RFP/ITB between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFQ/RFP/ITB between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Commission.

Pursuant to Section 2-773 (d)(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. Or, at the deadline for submission of responses to the solicitation, if only one vendor has responded.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-proposal



- (2) meetings and/or conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Commission during any duly noticed public meeting;
- (4) written communications regarding a particular RFQ, RFQ, or proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFQ, RFQ, or proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of respondents/Respondents regarding a particular proposal/Proposal during the time period between the opening of proposals and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFQ/RFP/ITB;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, Proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular Proposer or Respondent shall render the RFQ/RFP/ITB award or proposal award to said Proposer or Respondent voidable by the City Commission and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

#### **1.12 SUNSHINE LAW**

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials

submitted with the Proposal and the results of the City of Key West evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

#### **1.13 CANCELLATION**

In the event any of the provisions of this RFQ/RFP/ITB are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

#### **1.14 ASSIGNMENT**

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Key West.

#### **1.15 PROPERTY**

Property owned by the City of Key West is the responsibility of the City of Key West. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Key West. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

#### **1.16 TERMINATION FOR DEFAULT**

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

#### **1.17 TERMINATION FOR CONVENIENCE**

The City Manager may terminate the Contract that may result from this RFQ/RFP/ITB, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions

of the Contract for those services rendered prior to termination.

#### **1.18 ANTI-TRUST PROVISION**

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

#### **1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION**

The Upon award recommendation or thirty (30) days after the opening of RFQ/RFP/ITB responses, whichever is earlier, any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

#### **1.20 CAPITAL EXPENDITURES**

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Key West, is a business risk which the Awarded Proposer must assume. The City of Key West will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Key West.

#### **1.21 GOVERNING LAW AND VENUE**

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or

arbitration arising out of this Contract shall take place in Monroe County, Florida.

#### **1.22 ATTORNEY FEES**

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

#### **1.23 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Key West and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

#### **1.24 TERMS AND CONDITIONS OF AGREEMENT**

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

**1.25 EQUAL BENEFITS FOR DOMESTIC PARTNERS FOR PROCURED PROJECTS**

Awarded Proposer will be required to comply with Ordinance Sec 2-799 –Provide Equal Benefits for Domestic Partners.

**1.26 LIMITATION ON USE OF OFFICIAL SEAL**

It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulates the official seal of the City or the stationery or a real or fictitious agency, department or instrumentality of the City without the expressed written authority of the City Commission or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

END OF SECTION 1

## **SECTION 2**

### **SPECIAL CONDITION**

#### **2.1 PURPOSE**

The City of Key West is seeking a Proposer with experience in redeveloping spaces, bringing new life to a unique waterfront setting, the Proposer may lease one or both buildings known as the Cable Huts (East and West). The Cable Huts are located within the iconic Mallory Square area of the City of Key West Historic District. The City of Key West is seeking a partner with experience in repurposing historic structures, bringing new life to a unique waterfront setting which was originally developed as an active city port.

The proposed long-term lease offers a unique opportunity to partner with the City of Key West to:

- Encourage compatible forms of economic development, including educational environmental cultural and commercial development and tourism, while maintaining the overall historic character of City of Key West.
- Conserve historical (and natural resources) along the waterfront and strengthen the link to other activities within walking distance of Mallory Square.

The Cable Hut(s) will be leased as-is. The lessee will be responsible for the cost and implementation of all restoration, repairs and upgrades needed to occupy and operate the building(s) including items such as exterior repairs, additional or enlarged opening, carpentry and painting repairs as well as addressing all life safety, building code issues and ADA compliance requirements.

Respondents to the RFP are hereinafter referred to as “Proposer.”

#### **2.2 MINIMUM QUALIFICATION REQUIREMENTS**

All Proposers that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

- 2.2.1 Proven Track Record in Operating Similar Facilities:** The proposer must demonstrate a successful history of operating facilities comparable to the proposed project, including experience in adaptive reuse and managing properties with similar scopes and requirements.

**2.2.2 Experience in Operating and Maintaining Adaptive Reuse Properties:** The proposer must demonstrate the ability to operate and maintain adaptive reuse real estate projects, including addressing ongoing maintenance needs and ensuring the long-term sustainability of the property.

**2.2.3 Adequate Staffing and Proposer Resources:** The proposer must confirm they have sufficient staff and consultant resources to successfully deliver the Cable Hut(s) Redevelopment Project, ensuring effective and timely execution of all aspects of the project.

### **2.3 LICENSING**

Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Successful respondent's must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via [www.sunbiz.org](http://www.sunbiz.org). Proposers must have the proper license(s) and/or certification(s) to perform what is being requested in this solicitation. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

### **2.4 EXECUTION AND TERM OF CONTRACT**

The City and the Awarded Proposer shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Commission at a fully authorized meeting. If the Proposer awarded the contract fails to enter into a contract as herein provided, the award may be declared null and void, and the contract may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the City.

The duration of this lease agreement resulting from this solicitation shall prevail for a maximum of ten (10) year period from the contract's initial effective date.

### **2.5 PROPOSAL FORMAT AND SIGNATURES**

To be considered, proposals must be submitted in accordance with the City's specified instructions. The entire proposal must be resubmitted, including all executed forms, with each section signed to indicate it has been read and understood, and all response forms fully completed. Proposals should be typed or printed using black or blue ink only; the use of erasable ink is prohibited. The proposal submitted in response to this Request for Proposals (RFP) shall be printed on 8-1/2" x 11" white paper and bound; shall be clear and concise, tabulated, and provide

the information requested. Any corrections must be initialed.

Proposals submitted by corporations must be signed in the corporate name by the President or another authorized corporate officer, along with documentation verifying the authority to sign. The corporate address and state of incorporation must be listed beneath the signature.

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

## **2.6 METHOD OF AWARD**

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name of the Proposers. In order to be deemed responsive the proposals must contain all required forms listed and provided in Section 4 of this solicitation. The City of Key West shall be the sole judge in determining Proposer's qualifications.

The City anticipates awarding a single contract but reserves the right to award multiple contracts if it is determined to be in the best interest of the City.

The Proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposers have been authorized by the appropriate level of authority within the City, and an agreement has been executed by both parties and approved by the appropriate level of authority within the City.

The City reserves the right, at its sole discretion, to inspect any or all of the Proposer's facilities to assess their ability to meet the contract requirements. Additionally, factors such as the Proposer's responsibility, responsiveness, financial stability, experience, staffing, equipment, materials, references, and past leasing history with the City or other state and local government agencies in Florida, or comparable private entities, will be considered during the evaluation and award process for the Agreement.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked Proposer determined by the Selection Committee, or it may re-solicit.

The City reserves the right to reject all proposals, to waive non-material, technical variances, or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may, in its discretion, waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

The City's Selection Committee will evaluate proposals and will select the Proposer/proposal which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

The Evaluation Process aims to assess the proposals submitted in response to this Request for Proposal and identify the most advantageous Proposer/proposal, designated as the highest-ranked firm or individual (No. 1). Each proposal will be evaluated by the Selection Committee members following the procedures outlined in this document.

## **PHASE I — EVALUATION**

In a publicly noticed meeting, a Selection Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Selection Committee to allow each Proposer an opportunity to provide the Selection Committee with additional insight regarding their proposal and that of the qualifications of the firm/individual.

Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories listed below. The points awarded for each Category will be totaled, ranked, and tabulated to determine the top ranked Proposer to provide the City Commission. Should the number of Proposers exceed three (3), the Selection Committee will provide the City Commission with a ranking of the "shortlisted" firms/individuals.

## **PHASE II — SELECTION**

The Selection Committee will submit their tabulated scores and Proposer's ranking to the City Commission for their consideration to award the contract. The City Commission may accept the ranking recommendations of the Selection Committee and may request firms to give a presentation and/or answer questions, amend rankings, or reject all proposals. The City Commission will make the final selection. The City shall not be responsible for any costs of preparation or costs incurred in relation to any opportunities for an interview.

Subject to approval by the City Commission, a contract may be awarded to one or more Proposer deemed the most responsible and responsive, based on the selection criteria. Any award will be contingent upon the execution of a contract, which must be in a form and substance approved by the City Attorney. The City of Key West reserves the right to reject proposals from vendors currently involved in litigation with the City or those with a history of prior lawsuits against the City.

## **EVALUATION CATEGORIES — PHASE I & II**

**Evaluation Criteria** - Proposals will be scored and ranked by the Committee, based on the following criteria and points:

Category	Points
<p>1. Experience:</p> <p>a. Successful track record of operating facilities similar to the proposed Project.</p> <p>b. Professional experience in developing and executing historic preservation projects including team qualifications with adaptive reuse.</p> <p>c. Sufficient staff and consultant resources to deliver the Historic Building Rehabilitation Lease and Adaptive Use Cable Hut(s)</p>	30
<p>2. Financial Capacity:</p> <p>a. Proven ability of Propoers to possess or attract equity and debt capital for projects similar in scope and cost to the proposed Cable Hut(s) Redevelopment Project as evidenced by:</p> <p>i. Financing comparable projects.</p> <p>ii. Access to sufficient debt and equity for the project proposed.</p> <p>iii. On-going relationships with financial sources.</p>	25
<p>3. Project Vision and Key Objectives:</p> <p>a. Consistency of proposed vision and objectives for the project discussed.</p> <p>b. Responsiveness to key objectives.</p> <p>c. Fit and synergies of proposed use(s) and improvements with surrounding land uses.</p> <p>d. Overall ability of the project to add to the vitality of the surrounding Mallory Square area</p>	25
<p>4. Feasibility:</p> <p>a. Evidence of ability of the Respondent to attract necessary public and private investment for the Cable Hut(s) Redevelopment Project proposed.</p> <p>b. Feasibility of the concept to address the needed physical improvement to and retrofit of Cable Hut(s) in the near term.</p>	20



	d. Cash flow projections that demonstrate the project, once operational, will meet all lease, debt service and operating expenses.	
<b>Total Points</b>		100

## **2.7 DUE DATE**

All proposals are due no later than **Monday, April 5, 2025, at 3:00 P.M. EST**. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Key West. The City of Key West cannot be responsible for proposals received after opening time and encourages early submittal.

All information required by the Request for Proposals must be supplied to constitute a regular submittal.

## **2.8 INSURANCE REQUIREMENTS**

Successful Consultants shall maintain, at their sole expense and during the term of this Agreement, all insurance requirements in accordance to Exhibit A.

**Please Note:** The certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of Insurance (COI), reflecting evidence of the required insurance, shall be provided to the City, in accordance with policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

**The City reserves the right to require additional insurance in order to meet the full value of the scope of services.**

**At the time of the award, the selected Consultant must provide a Certificate of Insurance and a Declaration of Coverage Page, which must list the City of Key West as an additional insured on each of the policies mentioned above.**

## **EXCEPTIONS TO SPECIFICATIONS**

Exceptions to the specifications shall be listed in the proposal. Any exceptions to these Sections may be cause for the proposal to be considered non-responsive.

## **2.9 INQUIRIES**

Any questions regarding this solicitation shall be directed in writing to the Procurement Contact via email at [lucas.torresbull@cityofkeywest-fl.gov](mailto:lucas.torresbull@cityofkeywest-fl.gov). All inquiries must have in the subject line the following: **RFP No. 25-005 – Historic Building Rehabilitation Lease and Adaptive Use Cable Hut(s)**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email **on or before 3:00 P.M. on Thursday, April 17, 2025**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers on Demand Star, also available via link on the City's website.

## **2.11 VERIFICATION OF INFORMATION**

The City may verify the information submitted by the Proposer and may obtain and evaluate additional information, as it deems necessary to ascertain the Proposer's ability to perform under this solicitation. The City shall be the sole judge of a Proposer's ability to perform, and its decision shall be final.

## **2.12 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES**

**2.12.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other Proposers, does not adversely impact the interests of other firms or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

**2.12.2** The City reserves the right to disqualify proposers during any phase of the competitive solicitation process and terminate for cause, any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

## **2.13 BACKGROUND INFORMATION**

The City reserves the right, prior to awarding the contract, to request additional evidence of a Proposer's qualifications as deemed necessary. The City may consider any available information regarding the Proposer's financial, technical, and other qualifications, including past performance and experience with the City.

#### **2.14 REFERENCES**

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Proposer's submission of an RFP constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposer's qualifications.

*Proposers should note that the City requires a background check for lessees. Any felony conviction within the last seven (7) years is subject to disqualification.*

#### **2.15 RELATED EXPENSES/TRAVEL EXPENSES**

All costs including travel are to be included in your proposal. The City will not accept any additional costs not identified in the Proposer's proposal.

**END OF SECTION 2**

## **SECTION 3**

### **SCOPE OF SERVICES**

#### **3.1 BACKGROUND/HISTORY OF THE SITE**

Key West is an island city measuring approximately 4 miles in length and 1.5 miles in width. Located at the southernmost point of U.S. Highway 1, it is situated 153 miles southwest of Miami, Florida, and 93 miles northwest of Havana, Cuba. Key West serves as the county seat of Monroe County and encompasses the entire island, along with a portion of neighboring Stock Island to the northeast. The city's economy is primarily driven by tourism and commercial/charter boat fishing. A significant portion of the workforce is employed in the service industry, along with positions in government agencies and schools.

The City's estimated permanent population in 2023 was 25,000. In addition to its residents, Key West is a world-renowned tourist destination and a favored location for second homes. On any given day, the total population in Key West—including permanent residents, seasonal residents, the maritime population, overnight tourists, day-trippers, cruise ship visitors, commuters, and shoppers—is estimated to exceed 50,000. This number can surge significantly during major events such as Fantasy Fest or New Year's Eve.

#### **Mallory Square**

Mallory Square is the most iconic waterfront public space in Key West, where visitors and locals gather for Sunset Celebration, the evening hours with performers, artists, and food make the square a one-of-a-kind vibrant experience for all. Located in the northwest end of the island, the square is surrounded by significant and outstanding buildings that narrate the history of the mercantile and maritime activities that once drove the island's economy. No other waterfront space on the island still retains as many historic buildings within its adjacent surroundings.

The square as it is conformed today dates to 1881, when three plotted lots were combined to establish a working private port developed by Asa F. Tift. Before the three lots were used to store and sell shipwrecked salvage artifacts. By 1906 the port was sold to the Mallory Steamship Company, presided over by Henry Rogers Mallory, a third-generation shipbuilding and freight transportation entrepreneur. With the construction of the Florida East Coast Railway by Henry Morison Flagler, Key West consolidated its operations as a major port due to its geographical location.

Through the years Key West became an active freight and passenger port that connected New York City, Boston, Galveston, and Philadelphia to Havana, Cuba. In 1932 the Mallory family sold the property to The Clyde Steamship Company. In the next twenty years, the wharf and its buildings were sold to two different companies, the last one being the Gulf Atlantic Transportation Company. On August 30, 1952, the City of Key West purchased the property and on February 16, 1962, the city held a formal dedication of Mallory Square.

## **Historic Cable Huts significance**

These unique cylinder concrete structures with upper portion of the walls made of wood slats forming a hexagonal cap and covered with flat roof were built to store submerged cables used to establish and maintain communications between the United States, Cuba, the West Indies, and South America. The trans-oceanic laying of the first cable connecting Key West with Cuba began in 1867. The easterly cable hut was constructed in 1921, while the westerly hut was constructed later in 1932. In 2020, the City of Key West awarded a contract for the stabilization and restoration of the two cable huts in Mallory Square.

### **3.2 CONSTRAINTS AND GUIDELINES**

#### **REHABILITATION GUIDELINES – CABLE HUT(s)**

Rehabilitation is defined in the Secretary of Interior's Standards for the Treatment of Historic Properties as, "the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. The Rehabilitation Standards acknowledge the need to alter or add to a historic building to meet continuing or new uses while retaining the building's historic character". While changes may be permitted to the building, the minimum requirement for proposals would be to maintain the integrity of the exterior envelope of the building.

All repairs, alterations and improvements, whether interior or exterior, shall be in accordance with the Florida Building Code and the Key West Historic Architecture Guidelines, and will be subject to review by the Key West Historic Architectural Review Commission. The Lessee will be responsible for obtaining all required approvals and permits. Listed below are significant character-defining features that must be retained when considering rehabilitation of the Cable Hut(s). This list is not meant to be definitive or comprehensive, but rather offer to guidance for the potential Lessee.

#### **Exterior and Interior Character Defining Features Cable Hut(s):**

- Exterior Character Defining Features: Form: The basic form of the building, its symmetry and proportion, is fundamental to its architectural character.
- Setting: Also vital to the building's character is its location, on the main circulation corridor into Mallory Square and adjacent to other significant historic structures and having open unfenced access adjacent pedestrian areas.
- Design: Industrial, utilitarian design defined by the storage and manipulation of stored submersible communication cable in the round and the need to extract the cable through rooftop openings.
- Internal tank which are open at the bottom

- It is the intent of this RFP that at least one of the original interior cable storage tanks will remain and be interpreted in its original configuration
- Exposed concrete, exterior wood columns, wood slat upper walls and flat roof cannot be obscured with other materials or forms.
- It should be noted that these structures originally did not have any wall fenestration, additional, new wall opening may be part of the Offeror's proposal

## **CONSTRAINTS and GUIDELINES:**

1. Proposed project shall be subject to internal City of Key West review and approvals including, but not limited to review by the Historic Architectural Review Commission and City Commission.
2. All rehabilitation and redevelopment will be consistent/conforming with the criteria listed in this request.
3. Proposers must demonstrate financial capability, expertise and relevant experience in redevelopment of historic structures and subsequent management as a profitable business nor self-sustaining non-profit organization.
4. Lease duration of properties within the Mallory Square Development Zone is a maximum of ten (10) years.
5. Proposals shall be consistent with the recommendations of the Mallory Square Master Plan 2024
6. All proposed work on the structure(s) shall comply with the Secretary of Interior's Standards for Rehabilitation, and the National Park Service Guidelines on Flood Adaptions for Rehabilitating Historic Buildings and FEMA Floodplain Management Bulletin for Historic Structures, and the City of Key West Historic Architectural Guidelines and any applicable City Code regulation.
7. Rehabilitation and redevelopment shall be at no cost to the City of Key West.
8. While all proposals will be evaluated based on the stated criteria and ranking, proposals favoring public use, cultural and environmental stewardship and education and /or the interpretation of the history of Key West are most desirable. The city believes in the merits of the creation of an environmental education hub which would integrate the new programmatic use of the historic cable hut(s) with the ongoing programs provided by the adjacent aquarium thus creating new opportunities for hands-on learning about marine life in the Florida Keys.

Other appropriate uses include but are not limited to:

- i. Environmental and Sustainable education
- ii. Expanded hours of operation conducive to the revitalization of the Square
- iii. Interpretation of History, Arts and Culture
- iv. Technology
- v. Indoor /Outdoor activities
- vi. Recreation and Entertainment
- vii. Exhibition and performance
- viii. Food Service, commercial development, special events

9. This property is currently zoned Historic Public and Semi-Public Services District. The City is in the process of preparing a rezoning proposal for consideration by the Planning Board and City Commission. Final approval of any rezoning, inclusive of permitted and conditional uses, shall be pursuant to the City's Land Development Regulations, by the City Commission.

### **3.3 PROPOSAL SUBMITTAL INSTRUCTIONS**

#### **Response Content**

The City requires Proposer's to submit a concise narrative clearly addressing all the requirements outlined in this RFP. Responses must include, at a minimum, the following sections in the order indicated. Total proposal length (not including required forms, addendums, resumes, Sworn Statements, or Affidavits) will not exceed 10 double (20 single) side pages.

#### **PLEASE ADDRESS THE FOLLOWING IN YOUR PROPOSAL SUBMISSION:**

Describe the use of the space and how the space will be designed to accommodate that use.

- 1. Describe how the building(s) will be managed including operations, maintenance and financial management and marketing
- 2. Describe how the Offeror will ensure well managed programming and uses of the building compatible with the long-term vision and programmed events of Mallory Square and the City of Key West.
- 3. Describe your specific qualifications that include financial management capabilities, a successful development track record and viable business plan for the building.
  - a. Provide examples of similar projects in scope and scale and a description of your involvement through the development and management phases.

#### **Tab 1. Cover Letter**

Provide a letter of introduction with a brief description of your firm, indicating the location of primary office for the performance of the study, the type of firm, areas of specialization, project

lead, and any staff members who would participate in the analysis, meetings and report.

- Include a company name, a contact name and title, contact information, website address, and any sub-contractors who would be used.
- The name, title, telephone number and email address of the individual within your firm who will be City of Key West primary contact concerning this Request for Proposals.
- The primary contacts name, title, telephone number and email address for each sub consultant who will perform work under this contract.
- A statement to the effect that your firm is willing to perform all services identified and will abide by the terms of the Request for Proposals, including all attachments.

### **Tab 2. Conceptual Plan/Design**

A statement of the physical project concept is required to include:

- A site plan illustrating the extent of proposed development, access points, site circulation, general configuration of uses, etc.
- Floor plans illustrating internal building program.
- Development program in table format indicating the type of use, square footage of use.
- Occupancy capacity calculations
- Renderings, sketch-up models and elevations illustrating all 360-degree interior and exterior views.
- An itemized description of all modifications to the structure, specifically any modification to historic fabric and the reason stated modifications are required.

### **Tab 3. Development Team Information**

Organization Form, Team Members, Personnel:

- Provide a complete identification of the developer and all associated team members (participating firms), the specific legal entity description and the jurisdictions under which the developer is organized, the principal representatives of each participating firm, evidence of management continuity within each major participating firm, and identification of the individual(s) authorized to negotiate and bind the developer are required.
- The development team information must include adequate information to permit a preliminary assessment of the Proposer's current organizational strength and capacity to successfully undertake the project for each member of the development team;
- Relevant Experience:
- Proposals shall describe the relevant experience of each participating firm in the planning, redevelopment, historic rehabilitation, financing and management of similar projects. Include evidence that the developer is financially solvent / stable and has a track record of securing financing of a similar magnitude and complexity.
- Proposals shall also include a minimum of three (3) references who may be contacted



regarding each participating firm's role and performance in connection with similar projects, along with the express written permission to contact these references. References shall include name, affiliation, address and telephone number.

#### **Tab 4. Management Team**

Describe the proposed management team that will be responsible for managing day-to-day activities of Cable Hut(s) once redeveloped. List all principals, firm background, and experience and provide examples of comparable projects that have been undertaken. Proposer's should include current resumes for all members of the management team.

#### **Tab 5. Project Management Plan**

A description of the project management plan addressing the issues set forth below is required. - Technical services to be provided by the developer and each member of the development team; - Organization of the development team, responsibilities for project management, specific experience of each team member.

#### **Tab 6. Development Costs**

An estimate of total costs for redevelopment shall be submitted in sufficient detail to permit evaluation. Development costs shall identify major line items, including but not limited to:

- Architectural, engineering, interior design and other third-party soft costs.
- Project overhead and management.
- Total rehabilitation costs broken down into:
  - Initial rehabilitation costs including City of Key West preservation maintenance items
  - Interior build out costs by tenant / use
- Financing fees and construction loan costs, as applicable; -
- Development fees.

A successful proposal will also include, as available, a qualification and letter of commitment from bondable general contractor(s) for all construction or rehabilitation that is to be completed.

#### **Tab 7. Financial Plan**

Provide an in-depth Financial Plan detailing the sources of capital, terms, and describing the financial resources of the development team and financial capacity to complete the project. The Financial Plan must outline the prospective financing and contain:

- a. Sources and Uses section. These shall include but not be limited to equity investment, senior term debt, subordinated debt, tax credits, and grant funds from Federal, State, local, or private sources.
- b. The Financial Plan must identify the specific investment to be made by the developer, as well as any credit enhancements or additional security.

- c. The Financial Plan must also present a budget for the ongoing maintenance and management of the rehabilitated Cable Hut(s).
- d. The submission should include proposed terms and conditions of a sale and ground lease. For the ground lease, include minimum annual rents, any contingent rent, and any requested special consideration or conditions. Discuss, at a general level, Respondent's proposed ground lease terms for the project envisioned.
- e. At a conceptual level, propose a financial structure for the rehabilitation and adaptive reuse of former Cable Hut(s).
- f. Provide an overall (total) development budget, including all hard and soft costs from preconstruction through occupancy. Explain the basis for the cost estimates.
- g. The submission should include a disclosure of competitive projects that the developer is involved in, as well as any previous or ongoing bankruptcy or litigation. Proposers should provide a list of banking references for previous projects that are similar in nature.

#### **Tab 8. Schedule of Accomplishments**

A schedule delineating the pre-design, design, design review, historic approvals, rehabilitation and interior build out, operation, and management phases of the development is required. Included in this schedule should be a delineation of any public participation that will be used by the developer to solicit input.

#### **Tab 9. Special Conditions**

All special conditions that the investor/developer may offer or request from the City of Key West are required to be listed. The investor/developer will need to elaborate on costs, terms, payment amounts, conditions, timing and such other pertinent factors, if selected for further negotiations.

#### **Tab 10. City Forms**

Proposers shall complete and execute the forms specified below in this RFP, as well as copies of all business licenses and receipts for business tax and shall include them in this section:

##### **Forms:**

- **Anti-Kickback Affidavit**
- **Public Entity Crimes Form**
- **City of Key West Indemnification Form**
- **Equal Benefits for Domestic Partners Affidavit**
- **Cone of Silence Affidavit**
- **Non-Collusion Affidavit**
- **Local Vendor Certification**
- **City of Key West E-Verify Affidavit**
- **Noncoercive Conduct Affidavit**
- **Scrutinized Companies Certification**

*For requests for proposals in which objective factors are used to evaluate the responses from vendors and are*

*assigned point totals, if, upon the completion of final rankings (technical and price combined, if applicable) by a selection committee or the city commission, a qualified and responsive nonlocal business is the highest ranked proposer and the ranking of a qualified and responsive local business is within five percent (5%) of the ranking obtained by the qualified and responsive nonlocal business, the highest ranked qualified and responsive local business shall have the opportunity to submit an offer to match the price offered by the highest ranked qualified and responsive nonlocal business within three (3) working days of a notice of intent to award. If such highest ranked local business submits a price that fully matches the price of such highest ranked qualified and responsive nonlocal business, or the original price of the highest ranked local business is equal to or less than that of such highest ranked nonlocal business, then such local business shall proceed to negotiations with the city. If the highest ranked qualified and responsive local business declines or is unable to match the price of the highest ranked qualified and responsive nonlocal business, then the city shall proceed to negotiate with such highest ranked nonlocal business.*

### **3.4 ASSIGNMENT**

The awarded Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any of its rights, title, or interest, nor delegate its authority to execute the contract to any person, company, or corporation without the prior written consent of the City. The City Commission reserves the right to withhold such consent at its sole discretion, for any reason.

### **3.5 CONTRACT CANCELLATION**

The City of Key West reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to the Awarded Proposer, and Awarded Proposer reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred-twenty (120) days written notice to the City Manager. In the case of cancellation by the Awarded Proposer, reparations must be paid to the City in the amount of 50% of the contract amount.

END OF SECTION 3

## **SECTION 4**

### **AFFIDAVITS AND CERTIFICATIONS**

**THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.**

**BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS.**

**LIST OF ATTACHED FORMS:**

- 1. Anti-Kickback Affidavit**
- 2. Public Entity Crimes Form**
- 3. City of Key West Indemnification Form**
- 4. Equal Benefits for Domestic Partners Affidavit**
- 5. Cone of Silence Affidavit**
- 6. Non-Collusion Affidavit**
- 7. Local Vendor Certification**
- 8. City of Key West E-Verify Affidavit**
- 9. Noncoercive Conduct Affidavit**
- 10. Scrutinized Companies Certification**

**ANTI-KICKBACK AFFIDAVIT**

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

: SS

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

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 \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
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 OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal 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 \_\_\_\_\_  
(please print name of individual signing)  
  
and my relationship to 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 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 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 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, 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)

\_\_\_\_\_  
(date)

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC



### **CITY OF KEY WEST INDEMNIFICATION FORM**

To the fullest extent permitted by law, the Proposer 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 Proposer, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Proposer'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 Proposer 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 Proposer or of any third party to whom Proposer may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

Proposer: \_\_\_\_\_ 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 Code of Ordinances Sec. 2-799.

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

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

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

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

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

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

Sworn and subscribed before me this

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

\_\_\_\_\_

NOTARY PUBLIC, State of \_\_\_\_\_ 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 \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC, State of Florida at Large

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

**LOCAL VENDOR CERTIFICATION**  
**PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798**

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

- a. **Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.**
- b. **Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.**
- c. **Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.**
  - Not a local vendor pursuant to Code of Ordinances Section 2-798
  - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

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

Business Name

Phone:

Current Local Address:

Fax:

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

Length of time at this address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_, of \_\_\_\_\_

(Name of officer or agent, title of officer or agent)

Name of corporation acknowledging)

or has produced \_\_\_\_\_ as identification

(type of identification)

\_\_\_\_\_  
Signature of Notary

Return Completed form with

Supporting documents to:

City of Key West Purchasing

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

## **THE CITY OF KEY WEST E-VERIFY AFFIDAVIT**

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at [www.e-verify.gov](http://www.e-verify.gov).

In accordance with Florida Statute § 448.095, **it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.**

By executing this affidavit, the undersigned contractor verifies it compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Authorized Representative)

State of \_\_\_\_\_,

County of \_\_\_\_\_,

Personally Appeared Before Me, the undersigned authority, \_\_\_\_\_ who, ☐ being personally know or ☐ having produced his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

Signature, Notary Public

Commission Expires

Stamp/Seal:



**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT**  
**FOR LABOR OR SERVICES**

Entity/Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative: \_\_\_\_\_  
(Name and Title)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: \_\_\_\_\_, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**VENDOR CERTIFICATION REGARDING**  
**SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: \_\_\_\_\_  
*Print Name* *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: \_\_\_\_\_.

END OF SECTION 4

## **EXHIBIT "A"**

### **MINIMUM INSURANCE REQUIREMENTS**

#### **INSURANCE REQUIREMENTS**

##### **1.0 GENERAL INSURANCE REQUIREMENTS:**

- 1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("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's Liability policies with the exception of the Contractor'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 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 the City, on a timely basis, if requested by the City.
- 1.05 If the Contractor 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 refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Contractor 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 shall promptly authorize and have delivered such statement to the City.

- 1.07 The Contractor 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's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor 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 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 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. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor 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. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.

- 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 The Contractor shall provide 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.
- 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor 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-contractor'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 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 has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor'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 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	\$1,000,000.00 Combined Single Limit each Occurrence and Aggregate
--	---

Completed Operations Liability Coverage shall be maintained by the Contractor 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 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

If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

**EXHIBIT “B”**  
**Site Photos**









