

**RFP #004-10**



## **THE CITY OF KEY WEST**

Post Office Box 1409  
Key West, FL 33041-1409

January 17, 2010

To: All Prospective Proposers

Pursuant to the City of Key West's Code of Ordinances Section 2-769: REQUEST FOR PROPOSAL (RFP) , the Carolina Street Corridor and Bahama Village Community Redevelopment Agency (CRA) is soliciting competitive sealed Proposals for **KEY WEST BIGHT DESIGN WITH OPTIONAL PROJECT MANAGEMENT FOR PUBLIC AREA ENHANCEMENT RFP NO: 004-10.**

This package contains the following documents.

- a. Cover letter
- b. Proposal Requirements
- c. Description of Work

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). Please contact Marilyn Wilbarger, City of Key West Property Manager at (305) 809-3794 with questions concerning the project.

Firms/corporations submitting a Proposal should ensure that the following documents are completed, certified, and returned as instructed: Proposal Form, Anti-Kickback Affidavit, Public Entity Crimes Certification and, past project history.

**PROPOSAL DOCUMENTS**

**FOR**

**Design and Project Management Services for  
the Enhancement of Public Areas in the Key  
West Bight**

CONSISTING OF:

PROPOSAL REQUIREMENTS  
DESCRIPTION OF WORK

RFP #004-10

PREPARED BY:

THE CITY OF KEY WEST  
KEY WEST, FLORIDA

JANUARY 17, 2010

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**PART 1**

**PROPOSAL REQUIREMENTS**

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SUBJECT: REQUEST FOR PROPOSAL NO. 004-10: KEY WEST BIGHT  
DESIGN AND PROJECT MANAGEMENT FOR PUBLIC AREA  
ENHANCEMENT.

ISSUE DATE: JANUARY 17, 2010

PRE PROPOSAL  
CONFERENCE: NONE

MAIL PROPOSALS TO: CITY CLERK  
CITY OF KEY WEST  
525 ANGELA STREET  
KEY WEST, FL 33040

DELIVER  
PROPOSALS TO: SAME AS ABOVE

PROPOSALS MUST BE  
RECEIVED: FEBRUARY 17, 2010

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

SUE SNIDER  
PURCHASING AGENT  
CITY OF KEY WEST

ses

**Enclosures**

## REQUEST FOR PROPOSAL

Sealed proposals addressed to the Carolina Street Corridor and Bahama Village Community Redevelopment Agency (CRA), for the REQUEST FOR PROPOSAL (RFP) #004-10 KEY WEST BIGHT DESIGN AND PROJECT MANAGEMENT FOR PUBLIC AREA ENHANCEMENT will be received at the office of the City Clerk, City of Key West, Florida, until 3:00 p.m., local time, on February 17, 2010. Any Proposals received after the time and date specified will not be considered.

The project contemplated consists of design with optional project management services for the revitalization and enhancement of all public areas in the Key West Bight, including:

- a) Plaza areas at Greene, William, Margaret and Grinnell Streets
- b) Harborwalk
- c) Historic Seaport Entry Features
- d) Landscaping
- e) Streetscaping, Signage, wayfinding
- f) Designated Parking areas for scooters, bicycles
- g) Lighting
- h) Pedestrian friendly walkways and bicycle routes, ADA compliance
- i) Re-development of any unused areas to facilitate and enhance utilization thereof
- j) Connectivity and integration of Key West Bight with Caroline Street Corridor Redevelopment Area utilizing consistent design features that could be applied to expanded areas throughout the city's waterfront.

Evaluation criteria shall include:

Price	50%
Professional qualifications and experience of proposer or any sub-contractors with similar public area projects	25%
Knowledge of the Key West Bight and Caroline Street Corridor's' mission and vision	10%
Proposer's approach and design philosophy including environmental and sustainability considerations	10%
Time frame for completion	5%

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Evaluation and recommendation will be made by City Staff to the Key West Bight Management District Board who will make a recommendation to the City Commission acting as the Community Redevelopment Agency (CRA)

All proposers may be required to present pre-design proposals and final design presentations to these groups. The City reserves the right to award a contract in whole or in part for design and project management services. Proposal Package may be obtained from DemandStar by Onvia. Please contact DemandStar at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712.

One (1) original, one (1) copy, and one CD copy in PDF format of the Proposals are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "RFP 004-10 – Key West Bight Design & Project Management for Public Area Enhancement" and addressed to the City Clerk.

Proposers must hold and furnish documentation of all State of Florida licenses, certifications, registrations or competency cards required in order to bid and perform the work specified herein.

The successful Proposer will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award. The successful Proposer must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- A. City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. A valid Certificate of Competency issued by the Chief Building Official of the City of Key West, which shall be valid throughout the contract time.
- C. A valid Occupational License issued by the City of Key West.

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his/her place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the qualified Proposer to perform the size and type of work specified under

this Contract. Upon request, the Proposer shall submit such information as deemed necessary by the Owner to evaluate the Proposer's qualifications.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact Marilyn Wilbarger, Property Manager, telephone (305)-809-3794 or email at mwilbarg@keywestcity.com.

Prior to award by City Commission the successful Proposer must be able to prove that Proposer held State Licenses prior to submittal of bid as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Proposer must be able to prove that Proposer holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the bid document. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in Bid. The City may reject proposals: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in it's Proposal (3) if the Proposer does not strictly conform to the law or is non-responsive to Proposal requirements, (4) if the Proposal is conditional, (5) if a change of circumstances occurs making the purpose of the proposals unnecessary or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2010

CITY OF KEY WEST, FLORIDA

BY: \_\_\_\_\_  
Jim Scholl, City Manager

## INSTRUCTIONS TO PROPOSERS

### 1. TYPE OF PROPOSAL

#### **LUMP SUM**

The Proposal for the work is to be submitted on a LUMP SUM basis. LUMP SUM prices shall be broken down on a unit price basis for design and project management of the project in the Proposal and a Schedule of Values shall be included with the Proposal. The total amount to be paid the Proposer shall be the amount of the Lump Sum Proposal as adjusted for additions or deletions resulting from Owner authorized changes in the project or scope of work. The Owner reserves the right to enter into a contract for all or portions of the project and to adjust the final Lump Sum accordingly.

Proposal price shall include design plans, design drawings, engineering, construction documents and specifications, permits and any other requirements for completion of the all components of the project, at a minimum:

**Design Services** for the revitalization and enhancement of all public areas in the Key West Bight, including:

- a. Plaza areas at Greene, William, Margaret and Grinnell Streets
- b. Harborwalk
- c. Historic Seaport Entry Features
- d. Landscaping
- e. Streetscaping, Signage, Wayfinding
- f. Designated Parking areas for scooters, bicycles
- g. Lighting
- h. Pedestrian friendly walkways and bicycle routes, ADA compliance
- i. Re-development of any unused areas to facilitate and enhance utilization thereof
- j. Connectivity and integration of Key West Bight with Caroline Street Corridor Redevelopment Area utilizing consistent design features that could be applied to expanded areas throughout the city's waterfront.

Proposed design must meet all requirements of the Capital Improvement/Marina Revenue Bond Use of Proceeds Certificate which allocates public and private usage ratios as well as any other restrictions of the bond.

**Project Management Services** for implementation of the design of all of the public area revitalization and enhancement.

Proposer will be required to participate in presentations, workshops and/or public forums.

**2. PREPARATION OF PROPOSALS**

**A. GENERAL**

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

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

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

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

**B. SIGNATURE**

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

**C. SPECIAL PROPOSAL REQUIREMENTS**

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

**D. ATTACHMENTS**

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

- Proposal Form on Company letter head,
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- At least five (5) years of current or recent projects of similar work shall be provided.

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

**3. STATE AND LOCAL SALES AND USE TAX**

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

**4. SUBMISSION OF PROPOSALS**

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

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

**5. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS**

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

**6. AWARD OF CONTRACT**

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

At the time of the award, the successful Proposer must show satisfactory documentation of such State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The Owner reserves the right to reject any and/or all Proposals because of irregularities or due to budgetary considerations,

to waive irregularities or informalities in any or all Proposals, and to accept any Proposal that the CRA deems to be in the best interest of the Owner.

**7. BASIS OF AWARD**

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

**8. EXECUTION OF CONTRACT**

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

**9. PERFORMANCE OF WORK BY PROPOSER**

The Proposer shall perform on site and with his/her own organization, labor equivalent to at least forty (40) percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Proposer requests a reduction of such percentage, and the City of Key West Project Manager determines that it would be to the client's advantage, the percentage of labor to be performed by the Proposer's own organization may be reduced; provided prior written approval of such reduction is obtained by the Proposer from the City of Key West Project Manager.

**10. TIME OF COMPLETION**

The time of the completion of the design work to be performed under this Contract is One Hundred and Twenty Days (120) after the Notice to Proceed. Project Management time frame will be determined based upon final design requirements time frame for completion. Delays and extensions of time may be allowed in accordance with the provisions stated in the Contract Documents.

**18. LICENSES, PERMITS, AND FEES**

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

**19. INSURANCE PROVISIONS FOR MINOR CONTRACTS**

For those contracts that will not exceed 30 calendar days; or where costs will not exceed \$25,000; and there are no unusual or high hazards present.

- a. Workers Compensation: Insurance covering all employees meeting Statutory Limits in compliance with the applicable State and federal laws. The coverage must include Employers' Liability with a limit of \$100,000 each accident.
- b. Comprehensive General Liability: Coverage shall have minimum limits of \$300,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include premises and operations; independent Proposers; products and completed operations and contractual liability
- c. Business Auto Liability: Coverage shall have minimum limits of \$300,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

For those contracts that will not exceed 180 calendar days; or where costs will not exceed \$500,000; and there are no unusual or high hazards present.

- a. Workers Compensation: Insurance covering all employees meeting Statutory Limits in compliance with the applicable State and federal laws. The coverage must include Employers' Liability with a limit of \$100,000 each accident.
- b. Comprehensive General Liability: Coverage shall have minimum limits of \$750,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include premises and operations; independent Proposers; products and completed operations, Broad Form Property Damage and XCU Coverage, and a contractual liability endorsement.
- c. Business Auto Liability: Coverage shall have minimum limits of \$750,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

#### Special Requirements

- a. The City of Key West is to be included as an additional insured on both Comprehensive General Liability and Business Auto Liability Policies.
- b. An appropriate Hold Harmless Clause shall be included.
- c. Current, valid insurance policies meeting requirements herein identified shall be maintained during the duration of the named project. Renewal certificated shall be sent to the City 30-days prior to any expiration date. There shall also be a 30-day notification to the City in the event of cancellation or notification of any stipulated insurance coverage.
- d. It shall be the responsibility of the Proposer to insure that all subcontracts comply with the same insurance requirements that he is required to meet.
- e. Certificates of insurance meeting the required insurance provisions shall be forwarded to the office of risk management.

Notice to Proposer: Use Black Ink or Type For Completing the Form.

**PROPOSAL**

**To:** CRA

**Address:** 525 Angela Street, Key West, Florida 33040

**Project Title:** KEY WEST BIGHT DESIGN AND PROJECT MANAGEMENT FOR PUBLIC AREA ENHANCEMENT

**Project:** RFP #004-10

**PROPOSER'S INFORMATION**

**Name:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**PROPOSER'S DECLARATION AND UNDERSTANDING**

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

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

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

**CONTRACT EXECUTION**

The Proposer agrees that if this Proposal is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract, and will at that time deliver to the Owner evidence of holding required licenses and certificates.

**CERTIFICATES OF INSURANCE**

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

**START OF PROJECT AND CONTRACT COMPLETION TIME**

The Proposer further agrees to begin work the date of the Notice to Proceed and to complete the all items in the lump sum base Proposal for design, in all respects, for this particular project, within one hundred twenty calendar days after the date of the Notice to Proceed Project Management time frame will be determined based upon final design requirements time frame for completion

**LIQUIDATED DAMAGES**

In the event the Proposer is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of one hundred dollars (\$100.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

**ADDENDA**

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

**SALES AND USE TAXES**

The Proposer agrees that all federal, state, and local sales and use taxes are included in the stated Proposal prices for the work.

**PUBLIC ENTITY CRIMES**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, subcontractors, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

**LUMP SUM BASE PROPOSAL**

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

**PROPOSAL FORM**

**RFP #004-10 KEY WEST BIGHT DESIGN AND PROJECT MANAGEMENT FOR PUBLIC AREA ENHANCEMENT**

**LUMP SUM PROPOSAL PRICE FOR:**

**DESIGN SERVICES**

\$ \_\_\_\_\_

**Proposal Total in Words**

\_\_\_\_\_

**PROJECT MANAGEMENT SERVICES**

\$ \_\_\_\_\_

**Proposal Total in Words**

\_\_\_\_\_

**PROPOSAL BREAKDOWN**

The Proposer shall provide a schedule of values for all aspects of the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Proposer arrived at said proposal prices for design and prices for project management and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

- a. Plaza areas at Greene, William, Margaret and Grinnell Streets
- b. Harborwalk
- c. Historic Seaport Entry Features
- d. Landscaping
- e. Streetscaping, Signage, wayfinding
- f. Designated Parking areas for scooters, bicycles
- g. Lighting
- h. Pedestrian friendly walkways and bicycle routes, ADA compliance
- i. Re-development of any unused areas to facilitate and enhance utilization thereof
- j. Connectivity and integration of Key West Bight with Caroline Street Corridor Redevelopment Area utilizing consistent design features that could be applied to expanded areas throughout the city's waterfront.

Proposal price shall include design plans, design drawings, engineering, construction documents and specifications, permits and any other requirements for completion of the all components of the project.

SUBCONTRACTORS

The Proposer further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Proposer is awarded the Contract:

Portion of Work: \_\_\_\_\_

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

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

Portion of Work: \_\_\_\_\_

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

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

Portion of Work: \_\_\_\_\_

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

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

PROPOSER

The name of the Proposer submitting this Proposal is: \_\_\_\_\_

Doing business at \_\_\_\_\_

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

Telephone No. \_\_\_\_\_

This address is where all communications concerning this Proposal shall be sent.

The names of the principal officers of the Corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Proposal as Principals are as follows:

Name

Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2010

(SEAL)

Name of Corporation

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

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

Attest: \_\_\_\_\_

Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Signature of Proposer \_\_\_\_\_

Title \_\_\_\_\_

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

**PROJECT RFP #XXXXX: KEY WEST BIGHT DESIGN AND PROJECT MANAGEMENT FOR PUBLIC AREA ENHANCEMENT**

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

1. This sworn statement is submitted with Proposal, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_
  
2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_  
\_\_\_\_\_ and (if applicable) its Federal  
Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)
  
3. My name is \_\_\_\_\_ and my relationship to  
(Please print name of individual signing)  
the entity named above is \_\_\_\_\_.
  
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
  
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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 t 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 Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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 Sate 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 signature in the  
(Name of individual signing)

space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

My commission expires:

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

**ANTI-KICKBACK AFFIDAVIT**

PROJECT RFP #004-10: KEY WEST BIGHT DESIGN AND PROJECT MANAGEMENT  
FOR PUBLIC AREA ENHANCEMENT

STATE OF FLORIDA                    )  
  : SS  
COUNTY OF MONROE                )

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

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

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

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

# **PART 2**

## **PROJECT DESCRIPTION**

**Project description:**

The Carolina Street Corridor and Bahama Village Community Redevelopment Agency (CRA) is requesting that the following for the Key West Bight Historic Seaport:

**Design Services** for the revitalization and enhancement of all public areas in the Key West Bight while preserving the historic working waterfront quality and unique character that is quintessentially “Key West”, including:

- a. Plaza areas at Greene, William, Margaret and Grinnell Streets that will improve these public spaces to create great community gathering spaces reflecting the history and culture of Key West
- b. Harborwalk, which connects the plaza areas and should create continuity, visual pedestrian cues and enhance the Historic Seaport as destination district
- c. Historic Seaport Entry Features to visually emphasize and delineate the district and Harborwalk
- d. Landscaping with indigenous species to enhance the beauty, create shaded areas, natural barriers and focal points of interest with minimal maintenance requirements
- e. Streetscaping, signage for way-finding and points of interest as well as all signage necessary for compliance with laws and regulations
- f. Designated Parking areas for scooters, bicycles
- g. Lighting – decorative, security and safety , way-finding
- h. Pedestrian friendly walkways, bicycle routes, ADA compliance and facilitation
- i. Re-development of any unused areas to facilitate and enhance utilization thereof
- j. Connectivity and integration of Key West Bight with Caroline Street Corridor Redevelopment Area utilizing consistent design features that could be applied to expanded areas throughout the city’s waterfront.

Proposed design must meet all requirements of the Capital Improvement/Marina Revenue Bond Use of Proceeds Certificate which allocates public and private usage ratios, as well as any other restrictions of the bond.

Proposal shall include design plans, design drawings, engineering, construction documents and specifications, permits and any other requirements for completion of the all components of the project.

**Project Management Services** for implementation of the design of all of the public area revitalization and enhancement included in Proposers design plans.

ADDENDUM NO. 1

To All Proposers:

The following change is hereby made a part of RFP 004-10 - Key West Bight Design with Optional Project Management for Public Area Enhancement as fully and completely as if the same were fully set forth therein:

CLARIFICATION for number of copies to be submitted:

One (1) original, eight (8) hardcopies, and one (1) CD copy in PDF format of the proposals are to be submitted in two (2) sealed envelopes, one within the other, clearly marked on the outside "RFP 004-10 – Key West Bight Design & Project Management for Public Area Enhancement" and addressed to the City Clerk.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. One by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

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Signature

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Name of Business