

Contract Documents

For

RFP #011-11: Climate Action Plan: Marketing and Advertisement

CONSISTING OF:

PROPOSAL REQUIREMENTS
CONTRACT FORMS
PROJECT DESCRIPTION

RFP PROJECT #011-11

PREPARED BY:

The City of Key West
Key West, Florida

June 12,2011

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PROPOSAL REQUIREMENTS

INFORMATION TO PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL NO: RFP#: 011-11
CLIMATE ACTION PLAN: MARKETING AND
ADVERTISEMENT

ISSUE DATE: 12 June 2011

PRE-PROPOSAL
CONFERENCE: N/A

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: 20 July 2011

NOT LATER THAN: 3 P.M.

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

REQUEST FOR PROPOSAL

Sealed Proposals addressed to the City of Key West, for CLIMATE ACTION PLAN: MARKETING AND ADVERTISEMENT will be received at the office of the City Clerk, City of Key West, Florida, until 3 p.m., local time, on the 20th day of July 2011, and then will be publicly opened and read. Any proposals received after the time and date specified will not be considered.

The project consists of developing a marketing and advertising program that meets to goals set out in section 7.2 of the Climate Action Plan. This plan can be located at http://www.keywestcity.com/egov/docs/1255030735_6378.pdf. A copy of a portion of section 7.2 is attached to this document as a reference under PART 3: PROJECT DESCRIPTION

Proposal documents may be obtained from DemandStar by Onvia. Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

One (1) original, one (1) copy, and 2 CDs or flash drives copies in PDF format of the Proposal are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside “RFP # 011-11– Climate Action Plan: Marketing and Advertisement”, and addressed:

CITY CLERK
CITY OF KEY WEST, FLORIDA
CITY HALL
525 ANGELA STREET
KEY WEST, FLORIDA 33040

Proposers must hold and furnish documentation of all State of Florida licenses, certifications, registrations or competency cards required in order to propose 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. A City of Key West Business Tax Receipt as defined in the Code of Ordinances, Chapter 66, Category 12c (General Services). Fee not to exceed \$98.70

All proposal 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 each qualified Proposer to perform the size and type of work specified under this Contract. Upon request, Proposers shall submit such information as deemed necessary by the Owner to evaluate the Proposer's qualifications.

For information concerning the proposed work, contact Birchard Ohlinger, Engineering, telephone (305)-809-3747 or email at bohlinger@keywestcity.com.

Prior to award by City the successful Proposer must be able to prove that Proposer held State Licenses prior to submittal of proposal 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 proposal 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 Proposal. The City may reject proposals: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its 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 proposal 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 proposal.

INSTRUCTIONS TO PROPOSERS

1. TYPE OF PROPOSAL

A. 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 each part of the project in the Proposal and a Schedule of Values shall be included with the proposal. The total amount to be paid the Contractor shall be the amount of the Lump Sum Proposal as adjusted for additions or deletions in number of units and/or resulting from Owner authorized changes in the project. 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.

2. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Proposal form must be filled in, as required, in **BLACK INK**. 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 Request for Proposals.

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 Article 39, CODES, ORDINANCES, PERMITS, and LICENSES, as set forth in the Supplementary Conditions.

D. ATTACHMENTS

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

- See Response Content under: "Scope of Services",
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- **New item:** All Proposers shall include with their proposal package their complete proposal on a CD or flash drive in PDF format (2 CDs or flash drives are required with the proposal)

3. STATE AND LOCAL SALES AND USE TAX

Unless the Supplementary Conditions contains a statement that 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 Contractor, 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 Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Request for Proposals. Proposals must be made on the Proposal forms provided herewith and submitted intact with the volume containing the Proposal requirements, Contract forms, and Conditions of the Contract.

Each Proposal must be submitted in two (2) 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 Request for Proposals. One original and twelve 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. If by telephone/fax, original 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 paragraph 12, AWARD OF CONTRACT, in the Request for Proposals shall have elapsed.

6. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of the Proposals, the Owner will accept one of the Proposals and will act in accordance with the following paragraphs:

The acceptance of the Proposal will be by written notice of award (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 Proposer to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next responsible offeror whose proposal is determined in writing to be the most advantageous to the city. Such award, if made, will be made within sixty (60) days after the opening of the Proposals.

Proposal Award will be the date of the Notice of Award letter. 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 CITY OF KEY WEST deems to be in the best interest of the Owner.

7. BASIS OF AWARD

All complete and responsive submittals will be evaluated by a City Manager appointed selection team at a publicly noticed meeting. The City of Key West reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation. Evaluation and ranking will be accomplished using the Consultant Ranking Form. Only the three (3) highest rated Responses as determined by the City Manager appointed

selection team will go forward to the City Commission in ranked order. Each short-listed respondent will be required to make an approximately fifteen minute presentation to the City Commission; the exact length of the presentation is up the discretion of the Commission and will be determined by them in advance of the scheduled hearing. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of the City of Key West, all factors considered, irrespective of the City Manager appointed selection team ranking.

8. EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) calendar days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the acceptable insurance certificates as required in these Documents. Within ten (10) calendar 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 CONTRACTOR

The Contractor 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 Contractor requests a reduction of such percentage, and the Engineer determines that it would be to the client's advantage, the percentage of labor to be performed by the Contractor's own organization may be reduced; provided prior written approval of such reduction is obtained by the Contractor from the Engineer.

10. TIME OF COMPLETION

The Proposer further agrees to begin work the date of the Notice to Proceed and complete the work within one hundred eighty (180) days.

11. INSURANCE PROVISIONS FOR MINOR CONTRACTS:

INSURANCE AND INDEMNIFICATION

The Consultant shall keep in full force and effect at all times during the effective period of this contract, and at its own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by U.S. Mail for all of the required insurance policies stated below. All notices shall name the Consultant and identify the contract number. The City of Key West, all Departments, Agencies, Boards and Commissions,

its officers, agents, servants and employees are to be added as “additional insured” as respects liability arising out of activities performed by or on behalf of the Consultant. Waiver of Subrogation in favor of the City of Key West City Government is required on all policies except Workers’ Compensation.

Consultant shall maintain limits no less than those stated below:

1. **Worker’s Compensation** – Statutory – in compliance with the Compensation law of the State of Florida. The coverage must include Employer’s Liability with a limit of One Million (\$1,000,000) Dollars each accident.
2. **Commercial General Liability** The Consultant’s Commercial General Liability (CGL) shall be in an amount acceptable to the City of Key West but not less than Five Hundred Thousand (\$500,000) Dollars Combined Single Limit per occurrence and One Million (\$1,000,000) Dollars annual aggregate. The coverage must include:
 - Commercial Form
 - Premises/Operations
 - Products/Completed Operations
 - Independent Consultants (if any part of the Work is to be subcontracted)
 - Broad Form Property Damage
 - Personal Injury
3. **Automobile Liability** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000) Dollars for bodily injury and property damage. This insurance shall include for bodily injury and property damage the following coverage:
 - Owned automobiles
 - Hired automobiles
 - Non-owned automobiles

4. Certificates of Insurance

Certificates of Insurance shall be filed and maintained throughout the life of this Contract with the City Clerk evidencing the minimum limits of insurance cited above. All policies shall provide they may not be terminated or modified without insurer providing the City of Key West at least thirty (30) days advance notice. Additionally, the Consultant shall immediately notify the City of any cancellation of such insurance.

The following **Indemnification Agreement** shall be made a provision of the contract: Consultant agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Consultant, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Consultant as a result of any claim,

demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

In addition, it is understood if at any time any of the policies required by City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Consultant to furnish, deliver and maintain such insurance as above provided, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Consultant to take out and/or maintain any required insurance shall not relieve the Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification.

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

PROPOSAL

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: Climate Action Plan: Marketing and Advertising

RFP No.: 011-11

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 construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the 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.

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 CONSTRUCTION AND CONTRACT COMPLETION TIME

The Proposer further agrees to begin work the date of the Notice to Proceed and complete the work within one hundred eighty (180) days.

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 \$10 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 contractor, supplier, subcontractor, 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 specified and shown on the Drawings (if any), the lump sum as specified on the proposal form. The Proposer agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. 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.

SCOPE OF SERVICES

The City of Key West is enacting the goals and objectives outlined in the Climate Action Plan (CAP) and the input of various Climate Action Team meetings that occurred in 2009/2010. The City Commission has passed a number of resolutions in support of this program, specifically

Resolution 07-160: Kyoto Protocol: Directing a Sustainability Plan

Resolution 07-273: Undertake 5 Milestone Plan for Carbon Reduction

Resolution 08-067: Setting Goal for 15% less Greenhouse Gas Emissions

The scope of work under this RFP is to evaluate the goals and objectives of the CAP and to develop a message and advertisement program that promotes change in support of the CAP.

This CAP plan may be found at http://www.keywestcity.com/egov/docs/1255030735_6378.pdf and a portion of this plan that covers Marketing and Advertisement is a part of this RFP.

Response Evaluation:

Responses should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. The consultant's past performance on similar projects, approach and understanding of the project, and experience of key personnel, as these issues relate to the consultant or consultant team's aptitude in providing a design for a Marketing/Advertisement of the CAP will be the principal basis for evaluation.

Response Selection:

All complete and responsive submittals will be evaluated by City Staff at a publicly noticed meeting. The City of Key West reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation. Evaluation and ranking will be accomplished using the Consultant Ranking Form. Only the three (3) highest rated Responses as determined by the evaluation team will go forward to the City Commission in ranked order. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of the City of Key West, all factors considered, irrespective of the evaluation team ranking.

Response Content:

The City requires the Proposer to submit a concise response clearly addressing all of the requirements outlined in this RFP. Responses must include, at a minimum, the following sections in the order indicated.

1. *Cover Letter* – No more than two pages
2. *Information Page* – Include project name, name of firm (prime) submitting the response, contact information for the person who will act as project manager and contact information for the person who has authority to make representations for the firm, including name, title, address, telephone and fax numbers and email addresses.
3. *Organization Chart* – Show prime consultant, sub-consultants, key personnel, areas of responsibility and location of personnel.
4. *Company Information* – Background information about the company and each subcontractor and the services each provides.
5. *Methodology and Approach* – Descriptions which enable the City to assess the proposer's capability to undertake this project in a structured and efficient manner.
6. *Personnel* – Resumes of the principals(s) assigned to the design and staff personnel, and/or sub-consultants available to support the project.
7. *Qualifications* – Description of relevant experience for the prime contractor and each subcontractor connected with providing the design for the project or similar work. Experience of team members working successfully together on other similar projects.
8. *Representative Design Projects and Client References* – Submit descriptions of similar assignments which were conducted by the consultant, including other agency/client's contact name and telephone number.
9. *References* - The Consultant shall provide three references of Design/Advertising work or similar work which have been completed within the last five (5) years.
10. *Proposal Cost Breakdown*: Cost breakdown shall show major components of the project as indicated on the attached form.

Proposal Form

CLIMATE ACTION PLAN: MARKETING AND ADVERTISEMENT

Deliverable:

Value (\$):

1. Development of a Marketing Plan (2 hard copies/2CDs)

Plan shall include the results of public meetings, surveys

Development of a “message” and goals

Development of an outreach/education program

Design of brochures/print ads, flyers and postcards

2. Outreach Program (start/commencement)

a. Website development and launch:

Total Cost:

CITY OF KEY WEST EVALUATION CRITERIA/ RANKING FORM

Project Name: Climate Action Plan: Marketing and Advertisement

Project Number: RFP 011-11

Firm _____

Date _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Past Performance on Similar Projects	20	
Cost	30	
Methodology and Approach	40	
Sub-Total Points	90	
References	10	
Total Points	100	

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

PROJECT NO. 011-11: Climate Action Plan: Marketing and Advertisement

**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 _____, 2011.

My commission expires:

NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

PROJECT NO. 011-11: Climate Action Plan: Marketing and Advertisement

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

By: _____

Sworn and subscribed before me this
_____ day of _____, 2011.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2011, by and between the **City of Key West** hereinafter called the "Owner", and _____ hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the project Climate Action Plan: Marketing and Advertisement, to the extent of the Proposal made by the Contractor, dated this ___th day of _____, all in full compliance with the Contract Documents referred to herein:

PROPOSAL REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of THE CLIMATE ACTION PLAN are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the LUMP SUM PROPOSAL amount in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base bid, in all respects, for this particular project, within one hundred eighty (180) calendar days after the date of the Notice to Proceed.

Contractor agrees to construct a functionally complete project (or part thereof) in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the two (2) year warranty period beginning the date of final acceptance of the work by the Owner, and further agrees to indemnify and hold harmless the Owner from any costs encountered in remedying such defects.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of \$10 dollars per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this _____ day of _____ 2011.

Attest:

By:

Cheryl Smith, City Clerk

Jim Scholl, City Manager

Contractor: _____ Witness: _____

By: _____ Print Name: _____

Print Name: _____

Title: _____

PART 3

PROJECT DESCRIPTION

GENERAL DESCRIPTION OF THE PROJECT

(reference: Section 7.2 of the Climate Action Plan)

http://www.keywestcity.com/egov/docs/1255030735_6378.pdf

7.21

Marketing and Advertising

In order to be successful in reducing carbon emissions citizens have to make changes to lifestyle. It is difficult to modify ones lifestyle for ones personal benefit, none-the-less when people are asked to conserve desirable resources or spend money to make improvements. In order to educate people about climate change, and remove barriers to change a significant effort must be made in what is normally termed marketing and advertising. This plan is intended to be as comprehensive as possible, including multiple areas impacting marketing communications, for the purpose of meeting the goals set by the City Commission.

Marketing is the process of determining who the audience is, determining what the barriers to change are, and what motivates them to take action and not take action. This is not as simple as it seems since most people are not alike. Focus groups and surveys are typically used to assess the motivation in localized areas. The marketing assessment should uncover:

- Perceived benefits
- Why is it in the best interest of the target audience to take action?
- How can the barriers be lowered and the benefits increased?
- What incentives can be offered to the target audience to take action?
- Perceived barriers
- What is the target audience doing instead of the preferred action? And,
- What are the benefits they feel that they would be giving up?

An education plan, or more specifically a communications plan, must be developed that creates an outreach strategy and design concept. The plan will determine target audiences; determine which barriers need to be lowered; which target areas need incentives; and what the best way to reach each target audience. The plan will include a media strategy that itemizes the best combination of outreach strategies to engage the community. It will also recommend which other groups in the city should be involved as partners to ensure a successful plan. The plan will pull together all the elements of the Climate Action Plan to clarify and make consistent the messages being expressed by the City to staff, citizens, decision-makers, customers and other key audiences.

A Brand Promise is the guaranteed deliverable that a brand or product provides to a consumer that matters to the consumer and differentiates the brand or product from its competitors. (For example: FedEx = peace of mind; Southwest Airlines = low fares) GLEE Green Business Certification = social conscience. Generally these are the characteristics by which products are identified and differentiated. Product attributes usually comprise features, functions, benefits, and uses. Our total program, we will call “Green Program” for ease of use in this the chapter, will be analyzed to find a thread of benefits, functions, etc. that connects all aspects of the program. We will include in all communications our attributes and inspirational attributes that will deliver the green program promise.

Of critical importance in our marketing communications is the positioning of the “product”.

This is the way consumers, users, buyers and others view competitive brands or types of products *relative to other brands or products*. Keeping all our citizens focused on the Key West plan as opposed to the many other green programs that are available will better performance and measurement for the CAP. The positioning of the Green Program will be determined. In order to fully live the new Green Program, it is important that we present voice and personality that is consistent with our attributes. This is how an organization expresses itself to give it character and personality, specifically, voice and personality can include:

- Words and language used
- Attitude and tone conveyed
- Ambiance and sound created

It's an important emotional connection for both employees and "customers" to hang on to, differentiating the Green Program from other climate programs or city services, which may cause confusion and subsequent inaction. It is also important that the program's voice and personality be repeated consistently through all communications. With repetition, it creates credibility and trust. It also sets a mood and expectation for the "Green" experience.

A value proposition is directed at customers/users/citizens and is that which sets green living apart, from the status quo. It incorporates the unique, real and credible benefits our plan provides. It should also be sharply defined. The Green Program probably has a number of value propositions, each addressed to a specific target audience. The communications plan will create our value proposition. Once a brand position is agreed upon, key marketing themes and tag lines will be created and deliverables for the program will be agreed upon.

An internal and external launch plan will be developed. It is important to have all of the City's staff on board with the green message. We will want to create passion among employees to act in a Green manner and challenge others to do so. We will ensure consistency of messages both in the media and from staff. Elements of the internal plan include:

- Communication and understanding;
- Top down support and modeling;
- Peer-to-peer support and modeling; and
- Reward system.

The external launch plan will include an awareness study to provide a baseline to measure achievement of awareness goals. Then a publicity/public relations plan will be developed, a kick-off event held to implement the new outreach strategy and then monitoring and evaluation of the strategy will occur. It is best to evaluate the process along the way to guide and shape the program. In order to be able to best evaluate the success of the program, it is important to set indicators and baselines during the planning stage so that new data can be compared to the baseline data.

The external launch plan will include the following education and outreach strategies:

- Designing websites, distributing electronic newsletters, email messages;
- Creating brochures, print ads, flyers, and postcards for direct mailings, writing newspaper articles;
- Holding/partnering/obtaining space in workshops, festivals or fairs; and
- Designing curriculum or lesson plans for grades K-12.

Components of the publicity/PR plan are divided into the following five areas:

- On-going media relations/publishing efforts;
- Presence/participation in key events;
- Charitable outreach;
- Leveraging partnerships; and
- Administration.

