

RESOLUTION NO. 12-009

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "AGREEMENT TO PROVIDE MARKETING AND ADVERTISING SERVICES TO THE CITY OF KEY WEST IN SUPPORT OF THE CLIMATE ACTION PLAN," BETWEEN THE CITY AND THE CUNNINGHAM GROUP; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in Resolution No. 11-294, the City Commission ranked responses to RFP 011-11 for Climate Action Plan Marketing and Advertisement, and authorized City staff to negotiate an agreement with the top ranked firm, and each firm thereafter, until an acceptable agreement is reached;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the attached "Agreement to Provide Marketing and Advertising Services to the City of Key West in Support of Climate Action Plan" is hereby approved between the City and The Cunningham Group.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3rd day of January, 2011.

Authenticated by the Presiding Officer and Clerk of the Commission on 4th day of January, 2011.

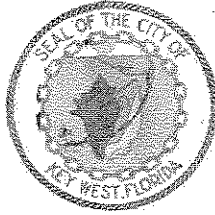
Filed with the Clerk on January 4, 2011



CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

M E M O R A N D U M

TO: Jim Scholl, City Manager
FROM: Birchard Ohlinger, P.E., Engineering
CC: E. David Fernandez, Assistant City Manager
DATE: 6 December 2011
SUBJECT: Awarding of Contract to The Cunningham Group for RFP 011-11:
Climate Action Plan.

ACTION STATEMENT:

That City Staff is authorized to execute the attached contract to The Cunningham Group in the amount of \$55,000 dollars to provide Marketing and Advertising in support of the Climate Action Plan.

BACKGROUND:

On the 18th of October, the City Commission evaluated and ranked firms to perform the work called out in RFP 011-11. As a result, Resolution 11-294 was passed that authorized City Staff to enter into negotiations with firms in the following order:

- Firm #1: The Cunningham Group
- Firm #2: Progressive Strategy Group
- Firm #3: The Tree Institute

PURPOSE & JUSTIFICATION:

Negotiations with The Cunningham Group have been successful and the attached contract with letter dated 4 November 2011 outlines the deliverables and project schedule proposed by the Cunningham Group.

OPTIONS:

1. Approve the attached contract.
2. Reject the attached contract and request that staff re-enter negotiations

FINANCIAL IMPACT:

This project will be funded in the amount of \$55,000 dollars under budget line item 001-1906-519-3400.

RECOMMENDATION:

City Staff recommends that the commission approved the attached contract.

Agreement to Provide Marketing and Advertising Services to the City of Key West In Support of the Climate Action Plan

This AGREEMENT made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose mailing address is P.O. Box 1409, Key West, Florida 33041, hereafter referred to as the "CITY" and Cunningham Group, Inc., a Florida corporation whose address is 9100 S. Dadeland Blvd, Suite 1500, Miami, Florida 33156, hereafter referred to as the "CONTRACTOR". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

Article 1. Scope of Services

The CONTRACTOR will be responsible for providing Marketing and Advertising Services in support of the Climate Action Plan. The specific services, which the CONTRACTOR agrees to furnish, are set forth as follows:

- 1.1 Develop and execute a study to provide a baseline by which to measure the achievement of climate change goals
- 1.2 Conduct brand research
- 1.3 Research potential campaign partners (agencies, government entities, foundations, businesses, etc.) that can provide additional channels for increased outreach free of charge to the City
- 1.4 Create marketing plan
- 1.5 Create public relations plan
- 1.6 Conduct charitable outreach efforts
- 1.7 Design a climate change campaign website
- 1.8 Develop social media tools to promote initiative
- 1.9 Launch initiative website
- 1.10 Implement public relations plan
- 1.11 Implement marketing plan

- 1.12 Organize press conference to announce initiative launch
- 1.13 Monitor launch activities and issue final report to the City of Key West

CONTRACTOR is responsible for all costs of carrying out these responsibilities, including, but not limited to, the costs of staff, facilities, equipment, postage (limited to standard, U.S. Postal first-class rates), and consumable supplies.

Article 2. Compensation

- 2.1 CONTRACTOR shall be entitled to receive payment upon completion of the following deliverables:
 - Completion of items 1.1 through 1.3 in the Scope of Services: \$15,000 dollars
 - Completion of items 1.4 through 1.8 in the Scope of Services: \$30,000 dollars
 - Completion of items 1.9 through 1.13 in the Scope of Services: \$10,000 dollars

Article 3. Invoicing and Payment

Payments to the CONTRACTOR by the CITY shall be remitted upon approval of the CITY of the invoice prepared by CONTRACTOR.

Article 4. Obligations of the Contractor

- 4.1. General
 - A. The CONTRACTOR will serve as CITY'S professional representative under this AGREEMENT, providing marketing and advertising services. CONTRACTOR represents and warrants to the City that (i) CONTRACTOR possesses all qualifications, licenses and expertise required for the provision of Services, with personnel having such licenses as may be required by the State of Florida; (ii) CONTRACTOR is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the person executing this Agreement on behalf of CONTRACTOR is duly authorized to execute same and fully bind CONTRACTOR as a party to this Agreement.
- 4.2. Standard of Care
 - A. The standard of care applicable to CONTRACTOR'S services will be the degree of skill and diligence normally employed by consultants performing the same or

similar services at the time said services are performed. The CONTRACTOR will perform any services not meeting this standard without additional compensation.

4.3 CONTRACTOR'S Insurance

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.

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.

4.4 Subcontractors

A. The CONTRACTOR shall not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY, which consent may be withheld for any reason.

4.5 Licenses

A. The CONTRACTOR will be required to obtain a local required license prior to performing any work for the CITY. This license will be a Business Tax Receipt at a cost not to exceed \$98.70.

Article 5. Obligations of the City

The CITY shall be responsible to accomplish the following:

1.1 Appointing a CITY Contract Administrator, who will be the primary point of contact between CONTRACTOR and CITY. The Administrator is responsible for overseeing Contractor's performance of this project. CITY is responsible for the cost of carrying out this responsibility, including, but not limited to the costs of staff, facilities, computer equipment, postage and consumable supplies.

Article 6. General Legal Provisions

6.1 Agreement Period

The duration of the agreement shall be 240 days commencing from the effective date of the Notice to Proceed (NTP).

6.2 Force Majeure

- A. The CONTRACTOR is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONTRACTOR.

6.3 Termination

- A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONTRACTOR. No further work will be performed by CONTRACTOR upon receipt of this notice unless specifically authorized by the Administrator.
- B. On termination, the CONTRACTOR will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits.

6.4 Suspension, Delay, or Interruption of Work

- A. The CITY may suspend, delay, or interrupt the services of the CONTRACTOR for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY will pay CONTRACTOR for work performed to date. An equitable adjustment in CONTRACTOR'S compensation will be made as agreed to by both parties.

6.5 Third Party Beneficiaries

- A. This Agreement gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third party beneficiaries. CONTRACTOR'S services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the Project. All work products will be prepared for the exclusive use of CITY for specific application as described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONTRACTOR. Any unauthorized assignment of related work product shall be void and unenforceable.

6.6 Indemnification

- A. CONTRACTOR 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 or destruction of any property which may occur or in any way grow out of any act or omission of the CONTRACTOR, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City 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 CONTRACTOR 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.

Nothing in this indemnification is intended to act as a waiver of the City's sovereign immunity rights, including those provided under section 768.28, Florida Statutes

- B. This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, CONTRACTOR shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The CONTRACTOR shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CITY whether performed by CONTRACTOR, or by persons employed or used by CONTRACTOR.

6.7 Limitation of Liability

- A. CONTRACTOR's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
- B. This Provision takes precedence over any conflicting Provision of this Agreement or any document incorporated into it or referenced by it.
- C. This limitation of liability will apply whether CONTRACTOR'S liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CONTRACTOR'S officers, affiliated corporations, employees, and subcontractors.

6.8 Assignment

- A. CONTRACTOR shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission, which consent may be withheld for any reason.

6.9 Jurisdiction

- A. The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. Venue for any proceedings between the Parties shall be in Key West, Monroe, Florida.

6.10 Severability and Survival

- A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

B. ARTICLES 4, 5, and 6 will survive termination of this AGREEMENT for any cause.

6.11 Dispute Resolution

A. The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options.

B. Unless otherwise agreed in writing, the CONTRACTOR shall continue the Work and maintain the approved schedules during any arbitration proceedings. If the CONTRACTOR continues to perform, CITY shall continue to make payments in accordance with this Agreement.

6.12 Attorney's Fees

A. In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights hereunder, including those pertaining to appeals.

6.13 Independent Contractor

CONTRACTOR has been procured and is being engaged by the CITY as an independent contractor, and not as an agent or employee of the CITY. Accordingly, CONTRACTOR shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the CITY, nor any rights generally afforded classified or unclassified employees of the CITY. CONTRACTOR further understands that Florida workers' compensation benefits available to employees of the CITY, are not available to the CONTRACTOR. Therefore, CONTRACTOR agrees to provide workers' compensation insurance for any employee or agent of CONTRACTOR rendering services to the CITY under this Agreement.

6.14 Conflicts of Interest

CONTRACTOR has been procured and is being engaged by the CITY as an independent contractor, and not as an agent or employee of the CITY. Accordingly, CONTRACTOR shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the CITY, nor any rights generally afforded classified or unclassified employees of the CITY. CONTRACTOR further understands that Florida workers' compensation benefits available to employees of the CITY, are not available to the CONTRACTOR. Therefore, CONTRACTOR agrees to provide workers' compensation insurance for any employee or agent of CONTRACTOR rendering services to the City under this Agreement.

6.15 Notices

All notices, demands, correspondence and communications between the City and CONTRACTOR shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Contractor: Cunningham Group, Inc.
Attn: Courtney Cunningham
9100 S. Dadeland Blvd, Suite 1500
Miami, FL 33156
Phone: (786) 497-7275
Fax: (305) 665-2700
Email: Courtney@publicinvolvement.com

To City: City of Key West
Attn: City Manager
3132 Flagler Avenue
Key West, Florida 33040

With a copy to: City Attorney
City of Key West
3132 Flagler Avenue
Key West, Florida 33040

Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee. In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

6.16 Public Records

CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CITY contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosure under applicable law.

6.17 Waiver

No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

6.18 Entire Agreement

This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

6.19 Audit of Records

The CITY reserves the right to audit the records of the CONTRACTOR covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

6.20 **Nondiscrimination**

The CONTRACTOR agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

6.21 The professional Services to be provided by CONTRACTOR pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the CITY from engaging other firms to perform Services.

6.22 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

6.23 The CONTRACTOR agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Article 7. Schedules, and Signatures

This AGREEMENT, including its Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

THE CITY OF KEY WEST

By: J. Scholl
Jim Scholl, City Manager

Attest: Cheryl Smith
Name Title

Dated this 4 day of Jan, 2012

Cunningham Group, Inc.

By: 

Courtesy Cunningham, its President

Dated this 12th day of December 2011.

4 November 2011

Birchard Ohlinger, PE
Engineering Department
City of Key West
PO Box 1409
Key West, FL 33041

SUBJECT: City of Key West
Climate Change Action Plan Marketing Initiative Deliverables and Timeline

Dear Mr. Ohlinger:

On behalf of the Cunningham Group, Inc. and the MarketShare Company, we are pleased to present you with the following deliverables and timeline for the Climate Change Action Plan Marketing Initiative. We developed a multi-phased approach to successfully plan and implement the initiative. As discussed, completion of the following phases will coincide with milestone payments due to the Cunningham Group.

I. Phase One – Research Development

- OVERVIEW:** In this phase, our team will conduct the research necessary to create a stellar climate change campaign including but not limited to the following:
- DELIVERABLE #1:** Develop and execute a study to provide a baseline by which to measure the achievement of climate change goals
- DELIVERABLE #2:** Conduct brand research
- DELIVERABLE #3:** Research potential campaign partners (agencies, government entities, foundations, businesses, etc.) that can provide additional channels for increased outreach free of charge to the City

TIMELINE:

DELIVERABLE	COMPLETION DATE
Develop and execute study to provide a baseline by which to measure the achievement of climate change goals.	90 days from Notice to Proceed (NTP)
Conduct brand research and present	90 days from NTP

findings	
Research potential campaign partners to provide additional channels for free increased outreach	60 days from NTP

MILESTONE PAYMENT: \$15,000.00

II. Phase Two – Brand Development

OVERVIEW: In this phase, our team, armed with the research garnered in phase one will work closely with the city to development the climate change brand. Our team will perform the following task including but not limited to the following:

DELIVERABLE #1: Create marketing plan
DELIVERABLE #2: Create public relations plan
DELIVERABLE #3: Conduct charitable outreach efforts
DELIVERABLE #4: Design a climate change campaign website
DELIVERABLE #5: Develop social media tools to promote initiative

TIMELINE:

DELIVERABLE	COMPLETION DATE
Create marketing plan	120 days from Notice to Proceed (NTP)
Create public relations plan	120 days from NTP
Conduct charitable outreach efforts	120 days from NTP
Design a climate change campaign website	120 days from NTP
Develop social media tools to promote initiative	120 days from NTP

MILESTONE PAYMENT: \$30,000.00

III. Phase Three – Implementation and Execution

OVERVIEW: In this final phase, our team will launch the initiative to the public. This phase will include a soft launch which will occur three weeks prior to the official launch. During this phase, the team will complete the following task including but not limited to:

- DELIVERABLE #1:** Launch initiative website
- DELIVERABLE #2:** Implement public relations plan
- DELIVERABLE #3:** Implement marketing plan
- DELIVERABLE #4:** Organize press conference to announce initiative launch
- DELIVERABLE #5:** Monitor launch activities and issue final report to the City of Key West

TIMELINE:

DELIVERABLE	COMPLETION DATE
Launch initiative website	160 days from Notice to Proceed (NTP)
Implement public relations plan	160 days from NTP
Implement marketing plan	160days from NTP
Organize press conference to announce initiative launch	160 days from NTP
Monitor launch activities and issue final report to the City of Key West	240 days from NTP

MILESTONE PAYMENT: \$10,000.00

If you have any questions or comments, please contact me. We look forward to working with you on this important project.

Very truly yours,

Courtney Cunningham

President



RESOLUTION NO. 11-294

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RANKING RESPONSES TO RFP 011-11, CLIMATE ACTION PLAN MARKETING AND ADVERTISING PROJECT; AUTHORIZING CITY STAFF TO NEGOTIATE A CONTRACT WITH HIGHEST QUALIFIED FIRM AND EACH FIRM THEREAFTER, IF NECESSARY, IN ACCORDANCE WITH THE SOLICITATION UNTIL ONE CONTRACT FOR CITY COMMISSION CONSIDERATION IS REACHED; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City received four responses to the RFP 011-11 for Marketing and Advertising Services for the Climate Action Plan; and

WHEREAS, City staff ranked and shortlisted the proposals in accordance with the RFP; and

WHEREAS, the RFP provided for presentations by the shortlisted firms to the City Commission; and

WHEREAS, the City staff desires authorization to commence contract negotiations with the highest qualified firm and if no contract for Commission approval is reached, to move to the next highest ranked firm until an agreement is reached.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the respondents to RFP 011-11 are ranked as follows:

1. The Cunningham Group
2. Progressive Strategy Group

3. Tree Institute

4. _____

Section 2: That the City staff is authorized to negotiate contract, beginning with the highest qualified firm, for subsequent presentation to and approval by the Commission.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 18 day of October, 2011.


Authenticated by the presiding officer and Clerk of the Commission on October 19, 2011.

Filed with the Clerk October 19, 2011.

ATTEST:



CHERYL SMITH, CITY CLERK



CRAIG CATES, MAYOR



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

TO: Jim Scholl, City Manager
FROM: Birchard Ohlinger, P.E., Engineering
CC: E. David Fernandez, Assistant City Manager
DATE: 19 September 2011
SUBJECT: City Commission Ranking of shortlisted firms for RFP 011-11:
Climate Action Plan: Marketing and Advertisement Program

ACTION STATEMENT:

The City Commission will listen to presentations (of no more than 15 minutes each) and rank the top 3 three firms to perform the work identified under RFP #011-11, Climate Action Plan: Marketing and Advertisement. Upon selection of the top ranked firm, City Manager will then be authorized to negotiate the deliverables and execute a contract with the top ranked firm selected by the City Commission.

BACKGROUND:

The City of Key West is enacting the goals and objectives outlined in the Climate Action Plan (CAP) dated 1 October 2009. This plan outlines the development of a marketing and advertisement program to develop a city wide message, develop a launching program and a website for this message. A portion of this plan is listed as Attachment 1. The full plan can be accessed at

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

Future year's development and expansion of this message will be performed by a "Green /sustainability coordinator" currently in the next year's budget.

PURPOSE & JUSTIFICATION:

The City received four responses on 20 July, 2001 to RFP#01-11. Of the four firms that responded to this RFP, two had minor bid irregularities. These irregularities were

corrected by the firms and staff determined that it is in the best interest of the City to evaluate all bids as these irregularities did not give any proposer a competitive advantage over other proposers. Specifically the irregularities were the omission of a second hard copy and the omission of the "anti-kickback and public entities crimes forms".

The Ranking Committee met on Friday, 5 August in a publicly held meeting to review the proposals received by the city in response to RFP #01-11. The results of this ranking are attachment (1) and are as follows

Firm #1: Progressive Strategy Group

Firm #2: The Cunningham Group

Firm #3: The Tree Institute.

OPTIONS:

1. After hearing presentations, the City Commission can concur with the Ranking Committee's recommendation and the City will negotiate the deliverables and execute a contract with Firm #1 within the NTE price in their proposal
2. After hearing presentations, the City Commission can re-rank the firms and the City will negotiate the deliverables execute a contract with the newly ranked Firm #1 within the NTE price in their proposal.
3. The City Commission can reject all proposals. Staff would then either re-issue the RFP or cancel this project.

FINANCIAL IMPACT:

This project will be funded through budget line item 001-1906-519-3400.

RECOMMENDATION:

City Staff recommends that the commission review presentation and rank or accept the shortlisted firms as submitted by the Ranking Committee.

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

TABLE OF CONTENTS

PART 1: PROPOSAL REQUIREMENTS

Information to Proposers
Request for Proposal
Instruction to Proposers
Scope of Services
Evaluation Criteria/Ranking Form
Public Entities Crime Form
Anti-Kickback Affidavit

PART 2: CONTRACT FORMS

Contract

PART 3: PROJECT DESCRIPTION

Part 1

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 City 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 or 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: _____

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.

Climate Action Plan Marketing and Advertisment
RFQ 01-11

Ranking Committee Meeting Date: 08/05/11
Time: 10:00 AM
Location: Habana Plaze Conf. Rm.

Ranking Criteria	Points Allowed	The Cunningham Group			Tree Institute			Progressive Strategy Group			Staples Marking		
		Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff
Past Performance	20	19	20	15	12	15	15	10	15	10	15	20	15
Cost	30	24	30	20	24	23	20	25	30	25	30	9	10
Meth/Approach	40	36	30	20	36	20	35	28	35	39	35	24	40
	0												
	0												
	0												
	0												
	0												
References	10	4.5	4.5	4.5	4.5	4.5	4.5	6	6	6	6	6	6
Total Score (Individu	100	83.5	84.5	59.5	76.5	62.5	74.5	69	86	76	86	54	76
Total Score (group)		227.5			213.5			231			196		
Total Possible Score		300			300			300			300		
%		76%			71%			77%			65%		
		The Cunningham Group			Tree Institute			Progressive Strategy Group			Staples Marking		
		Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff

Ranking 2 3 1 4

Staff Ranking Committee Members: Jay Gewin
Nichole Malo
Emilie Oesterling
Birchard Chlinger

INTEROFFICE MEMORANDUM

To: Birch Ohlinger, Engineering

CC: Sue Snider, Purchasing

From: Cheri Smith, City Clerk

Cheryl Smith

Date: July 21, 2011

Subject: **CLIMATE ACTION PLAN: MARKETING AND ADVERTISEMENT;
RFP 011-11**

Attached for your review are copies of the bid opened Wednesday, July 20, 2011 at 3:00 p.m. in response to the above referenced project.

- | | | | |
|----|---|--------|-------------|
| 1. | The Cunningham Group, Inc.
9100 S. Dadeland Boulevard
Suite 1500
Miami, FL 33156
(Copy of Bid Not Provided) | Total: | \$55,000.00 |
| 2. | Florida Keys TREE Institute, Inc.
(Tropical Research Ecological Exchange)
P O Box 4567
Key West, FL 33041 | Total: | \$55,000.00 |
| 3. | Progressive Strategy Group, LLC
1702 N. Roosevelt Boulevard, #201
Key West, FL 33040 | Total: | \$53,130.00 |
| 4. | Staples Marketing Communications, Inc.
N 28 W 23050 Roundy Drive
Suite 100
Pewaukee, WI 53072 | Total: | \$79,000.00 |

Enc: 4
CS/sph

RFP 011-11 Climate Action Plan - Marketing and Advertisement

CONTRACT

This Contract, made and entered into this _____ day of _____ 2010, 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 _____ 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 _____ 2010.

Attest:

By:

Cheryl Smith, City Clerk

Jim Scholl, City Manager

Contractor: _____

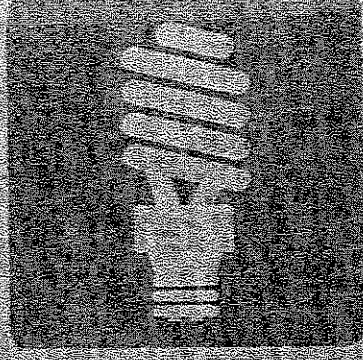
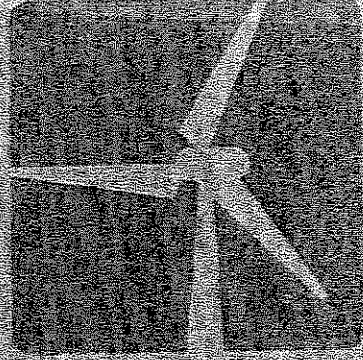
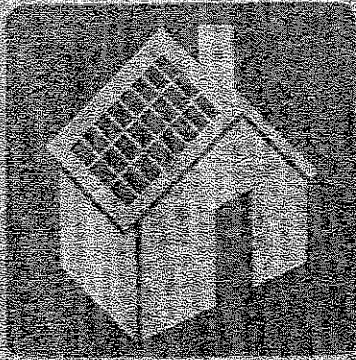
Witness:

By: _____

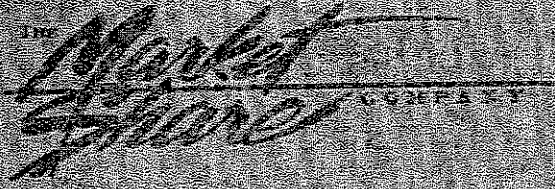
Print Name:

Print Name: _____

Title: _____



**THE CUNNINGHAM
GROUP
IN PARTNERSHIP WITH**



**RFP #011-11: CLIMATE ACTION PLAN:
MARKETING AND ADVERTISEMENT**

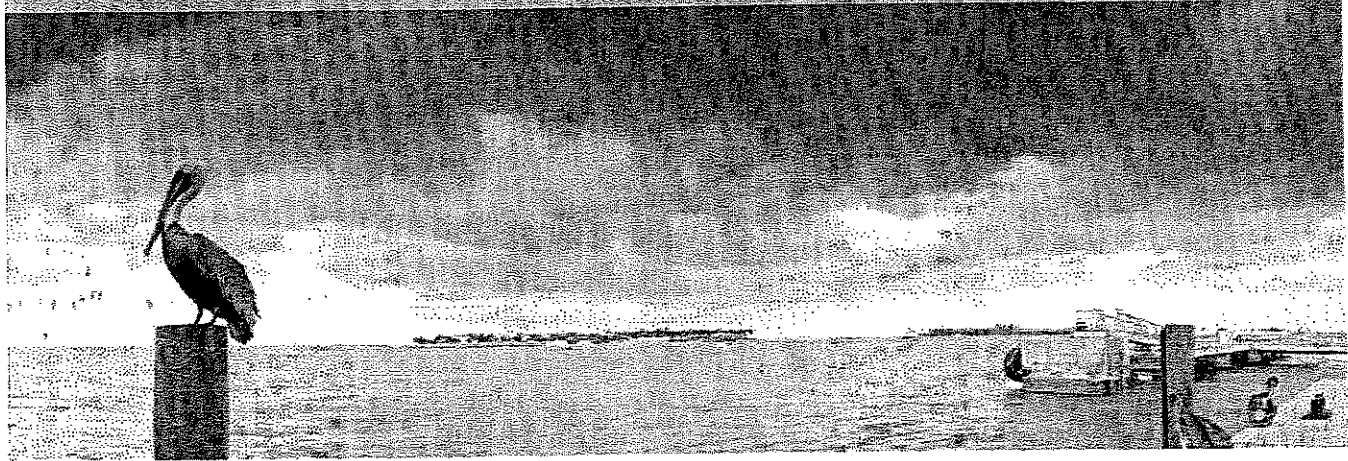
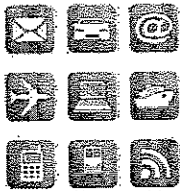


Table of Contents

Section 1	Cover Letter	2
Section 2	Information Page	3
Section 3	Organization Chart	5
Section 4	Company Information	6
Section 5	Methodology and Approach	7
Section 5	Personnel	10
Section 7	Qualifications	16
Section 8	Representative Design Projects	19
Section 9	References	23
Section 10	Forms	24



July 18, 2011

City Clerk
City of Key West
525 Angela Street
Key West, Florida 33040

Dear Ms. Smith:

On behalf of Cunningham Group, Inc. and the Market Share Company, we are delighted to submit the attached response to the City of Key West RFP #011-11 Climate Action Plan: Marketing and Advertisement.

The Cunningham Group, Inc. is a full service communications firm with offices in Miami, Ft. Lauderdale and Orlando. We primarily serve the public sector providing outstanding professional services to government clients throughout Florida. The Cunningham Group has led marketing efforts for public agencies. We were chosen to lead and launch Tri-Rail's introduction of the EASY Card to South Florida. The EASY Card employs smart card technology for Tri-Rail passengers to pay their fares in Miami-Dade, Broward, and Palm Beach counties.

The Cunningham Group currently leads marketing and communication efforts on over 90% of active construction projects for the Florida Department Of Transportation (FDOT) District 6. FDOT also selected the Cunningham Group to lead its rebranding and marketing efforts resulting in the redesign of its website and the creation of an online marketing plan. The Department also tasked the Cunningham Group with the launch of its annual Click or Ticket Campaign to promote seat belt safety.

To better serve the City of Key West, the Cunningham Group has partnered with the Market Share Company. This outstanding Key West marketing firm has been in business since 1989. The firm has vast corporate experience in writing, promoting, presenting, and planning public information and marketing campaigns. The Market Share Company has a history of working with private, public, and governmental entities and is held in high regard in the community. Their staff includes an experienced and award-winning graphic artist, with the ability to create high-end print collaterals such as flyers, brochures, posters and newsletters.

The Market Share Company has excellent knowledge of the communities in Monroe County, including business and civic leaders, through its work with numerous clients over its 20-year history. The Market Share Company is the perfect blend of skills and expertise with a Keys perspective.

Our team's web development capability is unmatched. The Cunningham Group has introduced an innovative software platform, Public Involvement 2.0[®] Pro™ to FDOT District 6 that has enabled the District to reach interested stakeholders faster, quicker and cheaper than ever. This proven platform can be customized for use on any public awareness campaign, from going green to roadway safety.

On behalf of the Cunningham Group / Market Share Company team, the City of Key West can be assured of excellent service, prompt responses, innovative approaches and fair prices. We look forward to working with the City of Key West.

Very truly yours,

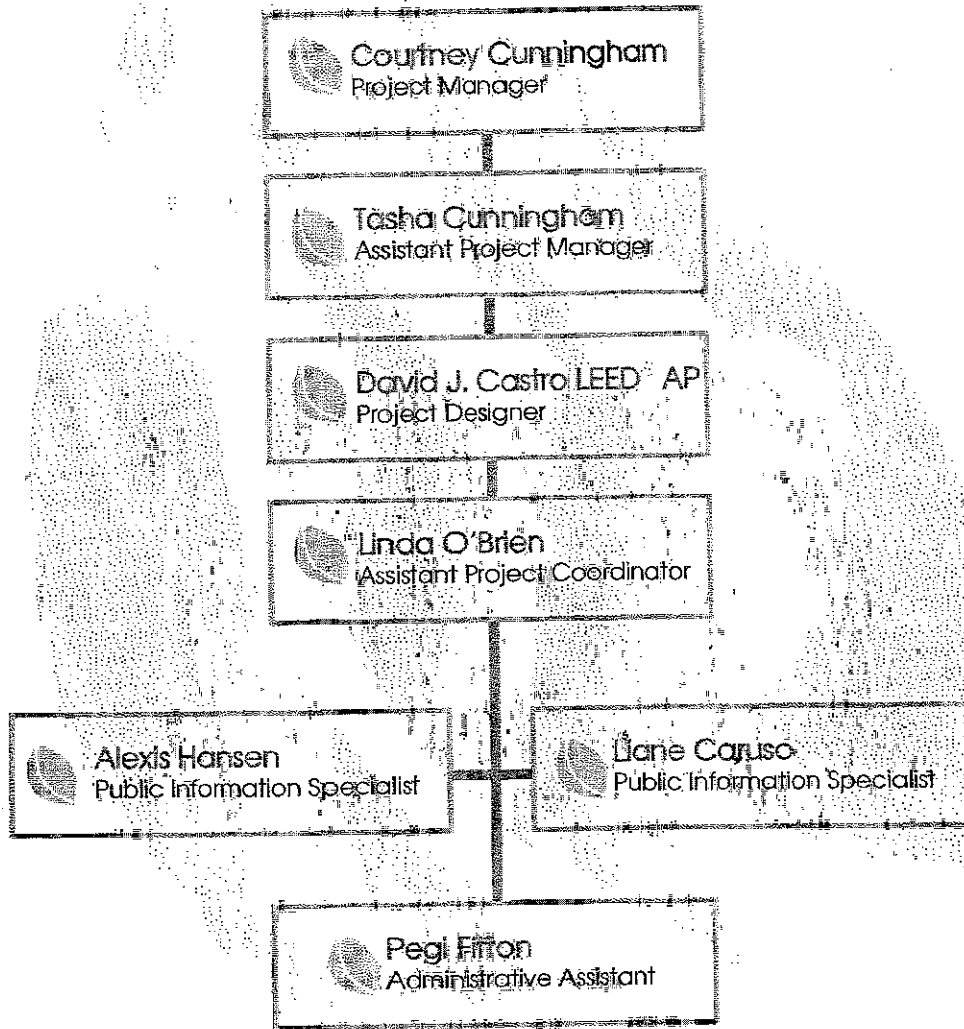
Courtney Cunningham

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

Name of Prime Consultant
Cunningham Group, Inc.

Project Manager
Courtney Cunningham
President
9100 S. Dadeland Blvd. Suite 1500
Miami, FL 33156
Phone: (786) 497-7275
Fax: (305) 665-2700
Courtney@Publicinvolvement.com





The Cunningham Group, Inc., a leading communications firm in Florida with offices in Ft. Lauderdale, Orlando and Miami has partnered with the Market Share Company, a firm located in the City of Key West to pursue this project. For over a decade, the Cunningham Group has provided stellar marketing and community outreach services to clients in both the public and private sector. The firm has undertaken major marketing and branding campaigns for the South Florida Regional Transportation Authority (SFRTA)/Tri-Rail, the Florida Department of Transportation and the Miami-Dade Expressway Authority, among others. We have launched products, creating innovative outreach campaigns and crafted lasting brand messages for our clients while building consensus among communities.

The Cunningham Group will be joined in its marketing efforts on behalf of the City of Key West by the Market Share Company. The Market Share Company name should be very familiar to the City of Key West. The firm's corporate experience in writing, promoting, presenting, and planning public information and marketing campaigns for the city is vast. The Market Share Company has a history of working with private, public, and governmental entities and is held in high regard in the Key West community.

The Cunningham Group is one of the only public involvement firms in Florida with a LEED Accredited Professional on staff. As a result the firm's environmentally conscious perspective will play a crucial part in the development of a successful awareness campaign. David Castro, LEED AP brought his talented eye for creating environmental solutions to his work on an Indian River Master Plan and various other design and building projects.

As public information and marketing firms, our team must keep our finger on the pulse of the community in order to effectively serve our clients. The Market Share tracks every paper in the Florida Keys, and staff members read each one in order to stay abreast of local issues and recognize public relations and marketing opportunities for our clients. The Cunningham Group maintains extensive media contacts throughout the United States and abroad. In fact our firm's principle is a technology columnist for the Miami Herald Newspaper.

The Market Share Company has excellent knowledge of the communities in Monroe County, including business and civic leaders, through its work with numerous clients over its 20-year history. The Market Share Company is the perfect blend of skills and expertise with a twist of Keys perspective. Our principal staff members are also involved in the community on a personal level.

Introduction



The Cunningham Group, in partnership with the Market Share Company, will employ an innovative approach and concise methodology to ensure that the City of Key West achieves its goal of educating the public about the Climate Action Plan (CAP). Our team understands that the vision of the CAP is to create a more sustainable future that dramatically reduces greenhouse gas emissions.

We also understand that each program area in the CAP has an educational component and that if substantial outreach is not conducted, little behavioral change will occur among the residents and business community of Key West. We know that the City of Key West strives to be known as a community that implements solutions for climate change and our team is well equipped and ready to make that happen.

We know that in order to be successful in reducing carbon emissions, the citizens of Key West, tourists and other stakeholders will have to make lifestyle changes. Historically people are often resistant to change. In order to educate citizens about the importance of reducing carbon emissions and adopting a greener lifestyle, a comprehensive marketing and advertising effort must be developed.

Approach

The Cunningham Group/Market Share team will enact a phased approach to achieve the CAP goals set forth by the City Commission. Using the unique green perspective of our LEED Accredited staff our team will perform the following tasks including, but not limited to:

- Create a comprehensive marketing plan that will serve as the roadmap for executing a successful climate change campaign, including an external launch plan.
- Define the brand
- Define value propositions
- Create campaign logo
- Create a brand positioning statement
- Create a campaign tagline
- Develop an awareness study to provide a baseline by which to measure the achievement of goals
- Design a climate change campaign website

- Creating brochures, print ads, flyers, and postcards for direct mailings and other print collaterals
- Design curriculum or lesson plans for grades K-12 to educate students about the climate change campaign
- Hold/partner/obtain booth space at workshops, festivals or fairs
- Create a publicity/public relations plan that outlines ongoing media relations and publishing efforts, including participation in key events
- Charitable Outreach, which entails working with charities to adopt the climate change message and spread it throughout their constituency, leveraging partnerships to provide greater awareness.
- Write and publish newspaper articles
- Distribute electronic newsletters
- Customize e-mail messages to stakeholders

Methodology

The Cunningham Group/Market Share team will execute all tasks using a phased methodology as follows:

Phase 1: Research

In this phase, our team will conduct the research necessary to create a stellar climate change campaign including, but not limited to:

- Develop and execute an study to provide a baseline by which to measure the achievement of awareness goals
- Conduct brand research
- Research potential campaign partners (agencies, government entities, foundations, businesses, etc) that can provide additional channels for increased outreach free of charge to the city.

Phase 2: Development

In this phase, our team, armed with the research garnered in phase one will work closely with the city to develop the climate change brand. Our team will perform the following task including, but not limited to:

- Create marketing plan
- Create and define brand
- Create a brand positioning statement
- Define value propositions
- Create PR Plan
- Conduct Charitable outreach efforts
- Create a campaign tagline
- Design a climate change campaign website
- Develop social media tools to promote campaign

Phase 3: Execution

In this phase, our team will launch the campaign to the public. This phase will include a soft launch which will occur three weeks prior to the official launch. During the execution phase, our team will complete the following task including, but not limited to:

- Launch climate change website
- Implement PR plan
- Distribute electronic newsletters
- Customize e-mail messages to stakeholders.
- Create brochures and other collaterals
- Attend community events to promote campaign
- Distribute curriculum and lesson plans to grades K-12 and alert the media
- Organize press conference announcing campaign

Courtney Cunningham
Project Manager

1998 – Present:

Partner

Cunningham Group, Inc.

- Founded this successful consulting company which creates stellar public involvement campaigns for clients in transportation, health care, government, media and finance;
- Consistently serves as an intermediary to address the interests of all stakeholders while seeking formal approval of projects ranging from transportation, environmental mitigation, and residential and commercial development;
- Serves as public information manager for Miami-Dade Expressway Authority (MDX) 924 (Gratigny) East Extension PD&E Study

1996 – 1998:

Chief of Staff

Office of the Chairperson, Miami-Dade County Commission

- Served as top political and legislative advisor to Chairperson Gwen Margolis;
- Worked closely with Miami-Dade County Mayor Alex Penelas helping plan and execute the Mayor's legislative agenda.

1995-1996:

Prudential Securities

Vice President, Public Finance

- Served as an officer and investment banker;
- Counted many states and municipalities as his clients and served as senior investment banker for Miami-Dade County and the Miami-Dade County Housing Finance Authority

1994-1995:

Ryder Systems

Director, Government Relations

- Managed state government relations for this Fortune 250 transportation and logistics company;
- Managed state government relations;
- Managed and coordinated the rental industry response to the Oklahoma City bombing where a Ryder truck was used. That tragedy led to the introduction of legislation around the country to highly regulate rental transactions.

EDUCATION:

- Bachelor of Arts in Political Science, University of Florida (1983)
- Juris Doctorate, University of Florida (1986)
- Member of the Florida Bar Association

Tasha Cunningham
Design Director

2008 – Present:

Principal

Cunningham Group, Inc.

- Works with clients such as the Florida Department of Transportation, District 4 and 6, Tri-Rail, MDX and SFRTA to create stellar public involvement and marketing campaigns;
- Consistently serves as an intermediary to address the interests of all stakeholders while seeking formal approval of projects ranging from transportation, environmental mitigation, and residential and commercial development;

2007 – 2008:

Senior Planner

Parsons Transportation Group

- Created and wrote the North Corridor Metrorail Extension (NCME) Project Business Assistance Plan (BAP) for Miami-Dade Transit, designed to keep businesses located along the NW 27th Avenue corridor viable during project construction;
- Created and wrote the NCME BAP Implementation Guide, a comprehensive guide to implementing the recommendations and strategies outlined in plan

2004-2007:

South Florida Regional Transportation Authority (SFRTA)

Project Management Consultant

- Handled communications, public relations, community outreach and governmental affairs for SFRTA/Tri-Rail's Segment 5 Double Tracking Project;
- Acted as a liaison with elected officials in three South Florida counties, providing information and coordinating the response to direct inquiries for both the public and government

2009-Present:

Project Manager

South Florida Regional Transportation Authority (SFRTA)/Tri-Rail EASY Card marketing campaign

- Currently managing marketing and public involvement tasks for this campaign as Tri-Rail introduces a new fare card to their patrons

2010-Present:

Florida Department of Transportation, District 6: Project Manager

- Currently managing communications and public involvement for FDOT District 6 on all major construction projects in Miami-Dade and Monroe counties

EDUCATION:

- Bachelor's Public Administration, Florida International University

David J Castro LEED AP
Project Designer

2010-2011

Project Manager

Cunningham Group, Inc:

- Responsible for the conceptualization and design of marketing and informative collaterals for multiple transportation agencies including Florida Department of Transportation District 6, Miami-Dade Expressway Authority, and South Florida Regional Transportation Authority.
- Efficiently managed multiple teams during the pinnacle launch of Tri-Rail's touch less FFID card payment system, also referred to as the EASY Card.
- Assisted in the developed the brand identity of Public Involvement 2.0; a web based tool utilized by the Florida Department of Transportation District 6 to disseminate and organize project data.

2009-2010

Web Administrator

University of Miami:

- Responsible for the design and development of multiple inner-office clientele websites
- Successfully designed and managed the creation and content management of the Frost School of Music webpage along with various team members.
- Conducted demographic studies to demonstrate the feasibility of web marketing techniques.
- Converted static pages to content management web assets/weblogs and Designed over 100 pages/templates.

2006-2008

Junior Architect

Schenkel Shultz Architecture:

- Successfully designed and produced construction documents for over 1,000,000sf of institutional, and civic space with the Schenkel Shultz team.
- Successfully completed Production, Proposal Work, Redlines, Scheduling, Renderings, And Graphic
- Conceptualized 152 acre master plan for Indian River County, which ultimately ended up in the procurement of a large middle school project.
- Designed Site Plans for St Lucie County Special Needs Center, and Indian River Storm Grave Middle School.
- Seamlessly integrated AutoCAD software space chart with state regulated facility space inventory worksheet, decreasing workload completion time by 80%.

EDUCATION:

University of Miami, Coral Gables, FL
Master of Architecture, May 2010 (2nd In Class)

Florida Agricultural and Mechanical University, Tallahassee, FL
Bachelor of Science in Architecture, May 2006

Linda O'Brien
Assistant Project Coordinator

Linda O'Brien, Chief Operating Officer of the Market Share Company, came to Key West in 1978 and is a very active member of Monroe County's professional community. Since founding the firm in 1989, she has applied her marketing and public relations skills to develop successful communications strategies and campaigns for many businesses and organizations in the community. Her projects with the company require working closely with various State, County, and City agencies, with the County and City Managers, as well as leaders from the private sector.

O'Brien and the Market Share Company have a history of working with private, public, and governmental entities, as is evidenced in the attached project experience listing. O'Brien enjoys an excellent working relationship with the media including the Key West Citizen, Island News, Solares Hill, the Free Press, and the Keynoter as well as the local television and radio stations.

Actively involved in the Key West Chamber of Commerce, she served on the Board of Directors as vice president for two years and as an executive committee member for seven years. In 1990, she received the Chamber's Athena Award for outstanding businesswoman and in 1994 she attained the Margo Golan Community Service Award from The Lodging Association. O'Brien is also a member of the Islamorada, Marathon, and Lower Keys Chambers.

She also served on the Key West Hotel & Motel Association Board of Directors from 1990 to 1996 and again in 2000. A former chair of the advertising and trade show committee for the Monroe County Tourist Development Council, she also sat on the Key West Attractions Association Board of Directors from 1989 to 1993 and has been included in Who's Who in American Business 1999-2000.

Liane Caruso
Public Information Specialist

A resident of the Florida Keys for approximately eight years, Liane Caruso serves the Market Share Company as a Senior Account Executive. As such, she has worked extensively with most of the company's public relations and marketing clients. Her project-related experiences include, but are not limited to, the Florida Department of Transportation; Pler House Caribbean Spa and Resort; Florida Keys Eco-Discovery Center Sea Star Campaign; National Marine Sanctuary Foundation; Tourist Development Association; Super Boat International; Fantasy Fest® Key West, the Lodging Association Rack Card Program and various contributions to The Key West Journal. She has written several grants on behalf of the Key West Tourist Development Association to apply for funding for Key West's largest festival, Fantasy Fest®.

Her relevant work experience includes a variety of public relations and marketing communications service capacities. As Account Executive for a full-service national public information and public relations firm, she was responsible for public relations strategies, community outreach initiatives and developing crisis communications plans for her clients. Her duties also have included corporate communications and marketing, business development and proposal writing for local, statewide and national RFPs and RFQs.

Caruso has served as Communications Officer and Spokesperson for a number of Housing Authorities in the Tampa Bay area. In this capacity, she was responsible for effective public relations, fostering stakeholder and community relationships and maintaining positive identity and consistent branding within the surrounding community. She built and maintained strong media relations, wrote press releases, and was responsible for web content and timely updates. She successfully produced marketing collateral such as award-winning newsletters, brochures, fliers, as well as developed strategic communications plans, crisis communications plans and public records policies on behalf of such clients.

As Public Information Officer for an array of projects with the Florida Department of Transportation, her primary duty was to serve as the liaison between the client, the media, and the public. Caruso has handled all planning and organization for area media briefings; created community awareness plans; coordinated public meetings, agency and community working group meetings; and worked with various forms of media outlets by establishing strong media relationships, sending press releases, complying with media requests and identifying with the needs of the community.

Caruso has a Bachelor's degree in Communications from the Florida State University. She has received training in Public Involvement in Transportation Decision Making from the National Transit Institute, Media Training, and is co-author of "Keys To Paradise, A Guide to the Florida Keys", a USA Book News Finalist, Travel Category. Liane has 15 years of experience in marketing communications efforts for her clients, including 8 years of experience in public involvement and information.

Alexis Hansen
Public Information Specialist

Having lived in Key West nearly all her life, Alexis Hansen is a perfect fit for the Market Share Company. As Director of Operations, Hansen oversees the day-to-day business of the company. Hansen also works closely with the rest of the Market Share team to develop marketing plans and proposals for clients.

During her time at Market Share she has worked on many different projects including assisting with the coordination of the Captain Morgan Fantasy Fest® Parade, working in sales for Fantasy Fest® sponsors, assisting in the accounting department, and working closely with the Directors of Super Boat International Productions to produce their Annual World Championship Race.

Hansen also works closely with the Assistant Director of Fantasy Fest to produce Fantasy Fest®, the largest annual festival in Key West, and has now added another title to her resume, Parade Coordinator. As Parade Coordinator, Hansen is responsible for overseeing and planning the logistics of the annual Captain Morgan Fantasy Fest® Parade. This includes organizing 60+ parade entries, coordinating and training over 100 parade volunteers and working closely with City Officials including the City Manager and members of law enforcement to make sure the parade is always in compliance with City regulations.

Hansen obtained her Bachelor's in Business Administration from Loyola University Chicago. While attending Loyola Hansen had the opportunity to work on a number of marketing plans for various companies including ZipCar, Honda Motor Company and Google.

Pegil Fitton
Administrative Assistant

Pegil Fitton recently joined Market Share Company as the Assistant Director of Fantasy Fest and account support on various public relations clients. Fitton previously lived in Key West and is thrilled to once again call the Conch Republic home. With her BS degree in marketing from the University of Georgia and a Masters' degree from NovaSoutheastern, Market Share is extremely pleased to include Pegil as a member of their professional team providing account tracking, support, copywriting and quality control and assurance.

The Cunningham Group / Market Share team is uniquely qualified to research and develop a public awareness campaign designed to promote the benefits of reducing carbon emissions in the City of Key West. Our team has launched major awareness campaigns for government entities, as well as public agencies and private corporations. Our outstanding qualifications are evident in the following campaigns launched over the last five years:

The Cunningham Group

Campaign: EASY Card

Client : South Florida Regional Transportation Authority

Year: 2010-2011

Overview: SFRTA Tri-Rail EASY Card: In 2008, when the South Florida Regional Transportation Authority (SFRTA)/Tri-Rail decided to launch new smart card technology to pay fares on their trains, the Cunningham Group was commissioned to launch the new EASY Card. The firm created a marketing plan, handled publicity, designed an informational website and executed the product launch in three South Florida counties - Miami-Dade, Broward and West Palm Beach.

- Created marketing plan
- Executed marketing plan
- Created design concepts for posters, wayfinding signage, brochures, fact sheets
- Executed community outreach
- Designed website
- Handled employee outreach
- Media relations
- Trained volunteers

Awards: *Nominated and currently under consideration for an American Public Transportation Association (APTA) AdWheel Award*

The Cunningham Group

Campaign: Click It or Ticket

Client : Florida Department of Transportation District 6

Year: 2011

Overview: In 2011, when the Florida Department of Transportation District 6 wanted to launch its annual Click It or Ticket campaign, the Cunningham Group was chosen to design campaign concepts, plan the launch press conference, create posters, design webpages and handle outreach to the community.

- Created design concepts
- Posters, brochures, fact sheets
- Media relations
- Partner outreach

Awards: *Nominated and currently under consideration for for a National Roadway Safety Award*

Market Share Company

Overview of similar projects in the last five years

- United States Navy Base Reuse Plan – Contracted by Bermello & Ajamil and later Curtis & Kimball Company to coordinate community involvement in the implementation of the Navy Base Reuse Plan (Chapter 288) for return of military property to the city of Key West, the Port Conveyance at Truman Annex, and the design of the Community Park at Boot Key Harbor in Marathon, FL. Targeted and met with key public officials and staff, organized public hearings of more than 200 participants, and arranged speaking engagements. Assisted in consensus building among various groups with widely differing opinions.
- National Marine Sanctuary Foundation – Served as local consultants and support for the Washington D.C. based Foundation offices. Organized and held media briefings, produced rack card displays, flyer design and press releases. Provided Keys community analyses in order to best target Sanctuary audience through knowledge of the area.
- Florida Keys Carrying Capacity Study – The Market Share Company served in the strategic position of public information and involvement coordinator for the multi-million-dollar Florida Keys Carrying Capacity Study; being conducted by the U.S. Army Corps of Engineers, the state of Florida Department of Community Affairs, and Monroe County. As such, we performed general public relations consulting, conducted all media relations, prepared all collateral material including brochures and newsletters, compiled a comment tracking system, organized public meetings, scheduled a speaker's bureau, and coordinated a traveling exhibit which is produced in-house, among many other public information and involvement activities.
- Stormwater Management Master Plan, Camp Dresser & McKee, Inc. – As subcontractors to engineering firm Camp Dresser & McKee, The Market Share Company was contracted to oversee the Public Interaction Program for Monroe County regarding the Stormwater Management Master Plan. The Market Share Company organized public meetings and, additionally, was contracted to handle all arrangements for three public workshops and one presentation to the Monroe County Board of County Commissioners. Planning included advertising, securing meeting sites, and collecting names and addresses for input into a database.

SFRTA/ Tri-Rail

EASY Card Launch

2010-2011

- Website Development
- Multilingual Collateral Design
- Public Involvement
- Wayfinding
- Media Relations



Using EASY Card

Passengers receive a QR code on the EASY Card. The QR code is used to access the EASY Card website. The QR code is also used to access the EASY Card website. The QR code is also used to access the EASY Card website.

Program Rules on EASY Card

The EASY Card is a contactless smart card that can be used to pay for transit fares. It is compatible with all major transit agencies in the region. The EASY Card is also used to access the EASY Card website. The QR code is also used to access the EASY Card website.

Key Features

- Easy to use
- Contactless
- Multi-agency
- Secure

How to Use

1. Tap the EASY Card on the fare reader.

2. The fare reader will display the amount to be paid.

3. The EASY Card will automatically deduct the fare from the account.

4. The EASY Card will be ready for the next use.

Where to Use

The EASY Card can be used at all major transit agencies in the region. This includes SFRTA, Tri-Rail, and other transit agencies.

How to Get It

The EASY Card can be purchased at various locations. This includes transit agencies, retail stores, and online.

How to Load It

The EASY Card can be loaded with funds at various locations. This includes transit agencies, retail stores, and online.

How to Manage It

The EASY Card can be managed through the EASY Card website. This includes checking the balance, adding funds, and reporting a lost card.

How to Contact Us

For more information about the EASY Card, please contact us at [phone number] or [website].

Using EASY Card

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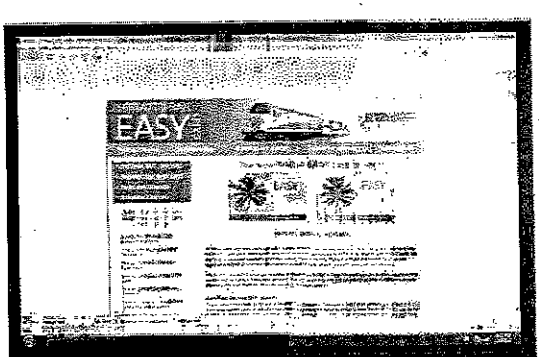
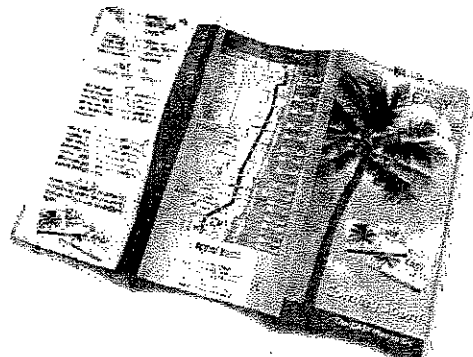
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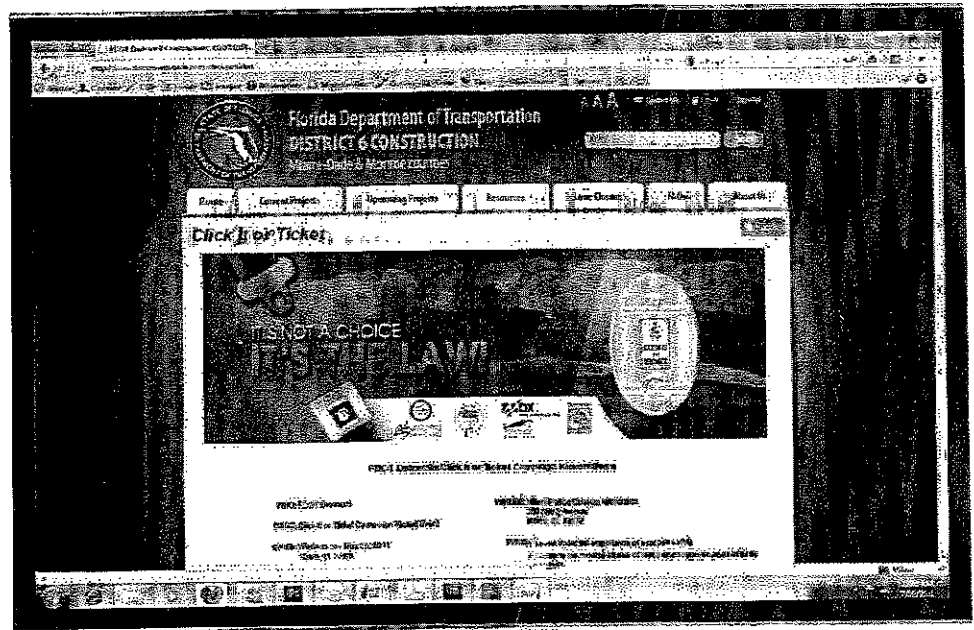
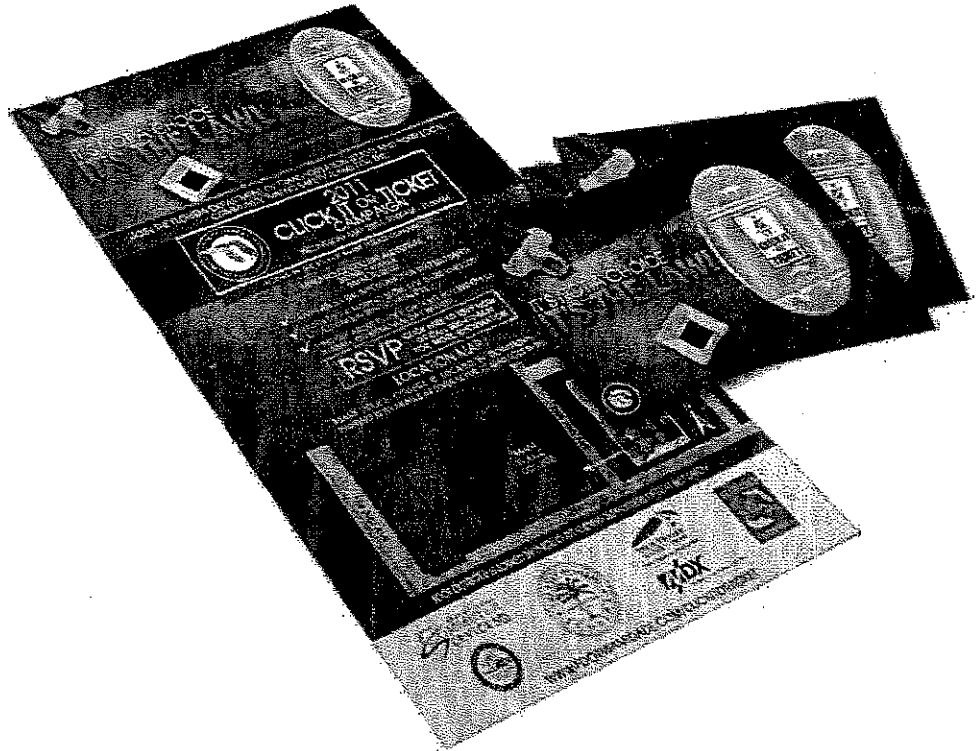
How to Contact Us

For more information about the EASY Card, please contact us at [phone number] or [website].



FDOT District 6 Click It Or Ticket Campaign 2011

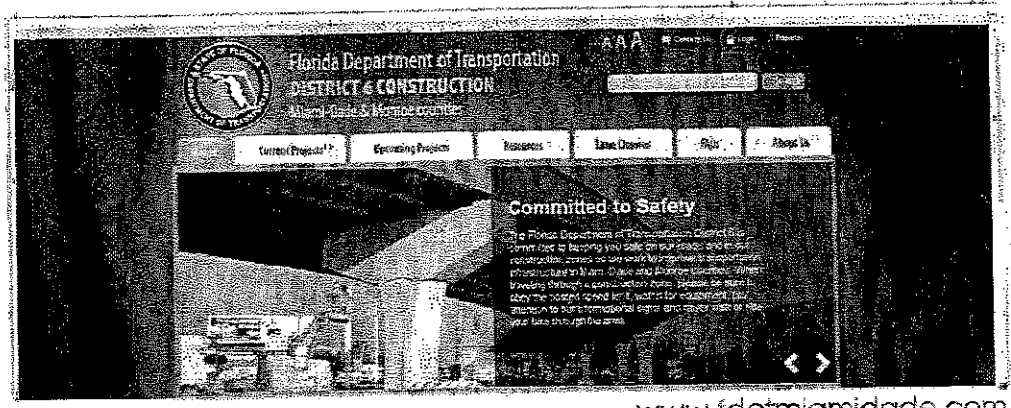
- Event Planning
- Branding
- Marketing
- Collateral Design
- Signage
- Partner Coordination
- Website Design



FDOT District 6 Websites

2011

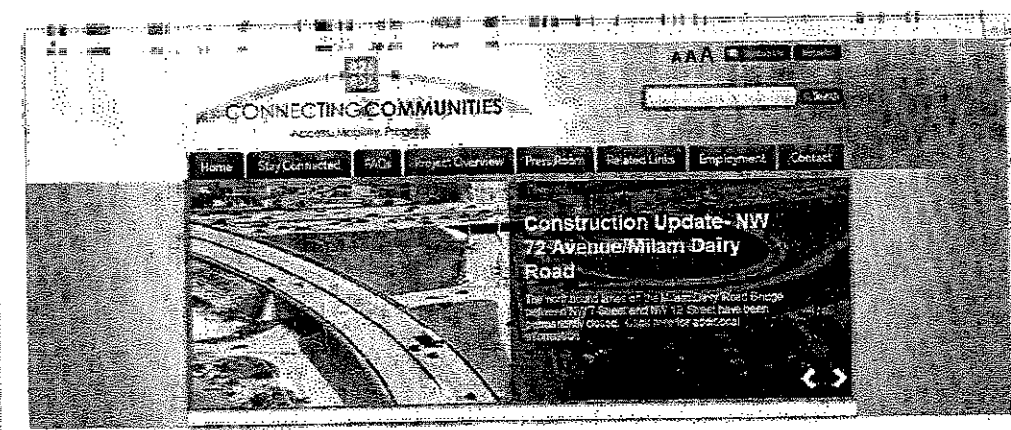
- Web Design
- Software Development
- Photography
- Copywriting
- Public Involvement
- Online Marketing
- SEO



www.fdotmiamidade.com



www.portofmiamitunnel.com



www.826-836.com

Fantasy Fest
Collaterals

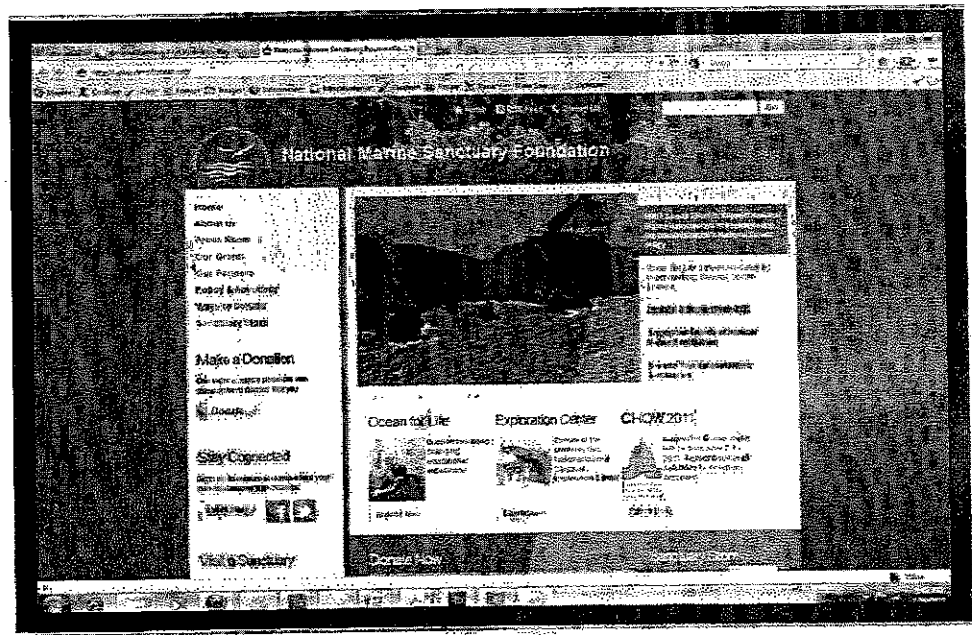
Annually

Web Design
Marketing
Photography
Copy
Graphic Design



National Marine
Sanctuary
Foundation

Web Design
Web Development &
Maintenance



www.nmsfocean.org

The Cunningham Group

Josh List, Cubic
Deputy Project Manager
SFRTA/Tri-Rail EASY Card Marketing Campaign
Cubic Transportation Systems, Inc.
9333 Balboa Avenue
San Diego, CA 92123
Phone: (858) 614-4454
josh.list@cubic.com

Dan Mazza
Director of Operations
SFRTA/Tri-Rail
800 NW 33rd Street, Suite 100
Pompano Beach, Florida 33064
Phone: (954) 942-7245
mazzad@sftra.fl.gov

Will Suero
Project Manager
HDR, Inc./Miami-Dade Expressway Authority (MDX)
15450 New Barn Road
Suite 304
Miami Lakes, FL 33014-2169
Phone: (305) 728-7400
Will.suero@hdrinc.com

The Market Share Company

Joy Smatt
General Manager
Pier House Resort and Caribbean Spa
1 Duval Street
Key West, Fl. 33040

Jim Scholl
City Manager
City Hall on Angela
Key West, Fla. 33040
Phone: (305) 809-3883

Proposal FormCLIMATE ACTION PLAN: MARKETING AND ADVERTISEMENT

Deliverable:	Value (\$):
1. Development of a Marketing Plan (2 hard copies/2 CDs)	<u>\$35,000</u>
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:	<u>\$20,000</u>
Total Cost:	<u>\$55,000</u>

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

PROJECT NO. 011-11: Climate Action Plans 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. #011-11 for Climate Action Plans Marketing and Advertisement

2. This sworn statement is submitted by Cunningham Group, Inc.
(Name of entity submitting sworn statement)

whose business address is 9100 S. Dadeland Blvd., Suite 1500
Miami, FL 33156 and (if applicable) its Federal
Employer Identification Number (EIN) is 65-0818943 (If the entity has no EIN,
include the Social Security Number of the individual signing this sworn statement.)

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

the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(a), 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(3)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership, by one person, of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposes 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 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 Florida
COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Caroline Cunningham who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 19th day of JULY, 2011.

My commission expires:

[Signature]
NOTARY PUBLIC

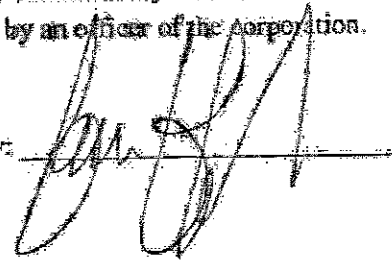
NOTARY PUBLIC STATE OF FLORIDA
Christopher S. Kibort
Commission # DD708388
Expires: AUG. 26, 2011
NOTARY PUBLIC STATE OF FLORIDA, INC.

ANTI-KICKBACK AFFIDAVIT

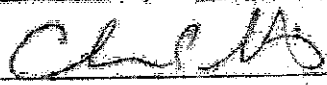
PROJECT NO. 011-11: Climate Action Plan: Marketing and Advertisement

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
19th day of JULY, 2011.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 4/16/2012

NOTARY PUBLIC STATE OF FLORIDA
Christopher S. Kuback
Commission #019704588
Expires: 4/16/2012
BORNHOLDT & LUTHERBERGER, P.A., INC.



*The Cunningham Group
Thank You For Your Consideration*

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

TABLE OF CONTENTS

PART 1: PROPOSAL REQUIREMENTS

Information to Proposers
Request for Proposal
Instruction to Proposers
Scope of Services
Evaluation Criteria/Ranking Form
Public Entities Crime Form
Anti-Kickback Affidavit

PART 2: CONTRACT FORMS

Contract

PART 3: PROJECT DESCRIPTION

Part 1

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 of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which 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.

