

CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2011, by and between the **CITY OF KEY WEST**, with an address of P.O. Box 1409, Key West, Florida 33041, hereinafter referred to as the "CITY", and _____, with an address of _____, hereinafter referred to as "_____".

WHEREAS, the City of Key West has issued a Request for Proposals (RFP) #007-11 and Addendum #1 (Exhibit A) for completion of a Historic Resources Survey (Services) dated _____ and

WHEREAS, _____ submitted a response to the RFP to provide the Services to the City; and

WHEREAS, _____ is capable of providing the Services requested by the RFP and is in the business of providing these Services; and

WHEREAS, CITY desires to engage _____ to provide the Services specified herein, and those listed in the _____ Proposal (Exhibit B).

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. RECITALS

The parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. SCOPE OF SERVICES AND PROJECT COORDINATOR

2.1 The CITY engages _____ to perform those services described in the City's RFP 007-11 and Addendum #1 (Exhibit "A") scope of services, _____ will provide those services as outlined in their response to RFP 007-11.

SECTION 3. COMPENSATION; TERMS OF PAYMENT

3.1 The CITY and _____ agree that compensation shall be paid according to the terms and conditions contained in RFP (Exhibit "A") and the _____ Proposal (Exhibit B).

SECTION 4. TERM

4.1 This contract is for a period of six months.

SECTION 5. TERMINATION AND REMEDIES

5.1 The City of Key West may terminate this agreement with or without cause by giving _____ written notice at any time. City shall be liable for all fees incurred up to the date of the notice. If the City of Key West does not provide such a notice, it will be obliged to pay all fees for work done and for other charges incurred pursuant to the terms and conditions contained herein.

This Agreement shall also terminate upon the filing of any petition for bankruptcy or insolvency proceeding regarding the _____.

SECTION 6. INDEMNIFICATION

_____ agrees to indemnify and hold the CITY harmless from and against any property damage or bodily injury claim, including reasonable legal fees, arising out of _____'s negligence.

SECTION 7. NOTICES

Notices, requests, or authorizations provided for herein shall be in writing and shall be delivered or mailed addressed as follows:

To the CITY: City of Key West
Attention: City Manager James K. Scholl
City Attorney Shawn D. Smith
P.O. Box 1409
Key West, FL 33041

To _____:
Attention: _____

or addressed to either party at such other address as such party shall hereinafter furnish to the other party in writing. Each such notice, request, or authorization shall be deemed to have been duly given when so delivered, or, if mailed, when deposited in the U. S. mail, registered or certified, return receipt requested, postage prepaid.

SECTION 8. NON-ASSIGNMENT

This Agreement is an exclusive agreement for Services and may not be assigned in whole or in

part without the written approval of the City.

SECTION 9. SEVERABILITY AND CHOICE OF VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Monroe County, Florida.

SECTION 10. NO THIRD PARTY RIGHTS

The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

SECTION 11. JURY TRIAL WAIVER

As consideration of this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against another party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

SECTION 12. MISCELLANEOUS PROVISIONS

Failure of any party to insist upon strict compliance with any provision of this or any other agreement between the parties shall not constitute a waiver of the right to immediately enforce compliance with that provision or any other provision of such agreements. The parties hereto acknowledge that they have read, understand and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, restrictions and effect of all of the provisions of this Agreement, and each agrees to the enforcement of any and all of these provisions and executes this Agreement with full knowledge of these provisions. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the provision shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document. Should any party be required to seek judicial relief regarding the terms and conditions of this agreement, the non-breaching party shall be entitled to recover all reasonable attorneys' fees and costs in such proceeding(s).

SECTION 13 COUNTERPARTS/FACSIMILE

This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be deemed to be an original with all the counterparts constituting but one and the same instrument. Additionally, facsimile signature shall bind the undersigned. The

individuals executing this document warrant and represent they have full authority to do so on behalf of the parties named herein.

SECTION 14 SPECIAL CONDITIONS OF CONTRACT

_____ has read and agrees to such special conditions specified under Attachment C., Special Conditions of Contract, required by the awarding of this Historic Preservation grant award agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year indicated below and shall become effective upon the signature of the last party to the Agreement.

Signed, sealed and delivered in the presence of:

City of Key West, Florida

Attest: _____
Cheryl Smith
City Clerk

By: _____
City Manager

Witness

BY: _____

Witness

As its _____

**City of Key West Request for Proposals #007-11
KEY WEST HISTORIC RESOURCE SURVEY 2011 PROJECT**

A. Introduction

The City of Key West requires the services of a qualified firm to conduct a comprehensive professional survey that will identify and analyze all potential eligible historic resources, structures, places and sites within the City of Key West. The survey will encompass the entire area of the City of Key West municipal boundaries. The survey must be designed to identify historic resources that have not been previously included in past surveys. The survey must identify resources that are at least 50 years old. The final report must be completed and delivered to the City of Key West by **August 1, 2011**. This project is partially funded by a grant from the State of Florida, which requires that all work subject to grant reimbursement be billed to the city also not later than August 1, 2011. The selected consultant will be required to abide by all applicable federal, state and local laws and ordinances.

B. Response Information

The evaluation of the RFP will be based on a respondent's aptitude, experience, qualifications and approach to tasks as identified herein by the City.

Responses should be submitted to the submittal address by the date and time listed in the submission details. The City will not be responsible for submittals that are delinquent, lost, mismarked, sent to an address other than that given above, or sent by mail or courier service. The City reserves the right, after opening the submittal, to reject any or all responses, or to accept the response(s) that in its sole judgment is (are) in the best interest of the City. Also, the City will not be responsible for responses submitted after the specified date and time.

Submission Details:

1. Submit to:

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

2. Date/Time:

April 20, 2011, 3:00 PM

3. Identification of Responses:

Responses shall be submitted in a two (2) sealed envelopes, one within the other, each

clearly marked on the outside: “Request For Proposals # 007-11– Key West Historic Resource Survey 2011 Project” the due date, and the respondent’s name.

Project Title: Key West Historic Resource Survey 2011 Project

Due Date:

Company:

C. Additional Information

Number of Copies:

Applicants shall submit one response marked “Original”, 10 (ten) copies marked “Copy”, and 10 CD-ROMS; each CD-ROM shall contain one PDF file each of the full response. All contents of a Proposer’s submittal shall remain the property of the City. Responses shall be submitted in two (2) sealed envelopes, one within the other, each clearly marked on the outside: “Request For Proposals # 007-11– Key West Historic Resource Survey 2011 Project”, the due date, and the respondent’s name.

Response Preparation Costs:

The costs of response preparation for both steps in the process are not reimbursable. Response preparation costs are the applicant’s total responsibility.

Authorized Signature:

The initial response must contain the signature of a duly authorized officer or agent of the proposer’s company empowered with the right to bind the respondent to the RFP. The respondent must provide evidence of the authority of the officer or agent to bind the respondent.

Property of the City:

All responses and related materials provided to the City related to this RFP will become the property of the City of Key West.

License Requirements:

At the time the proposal is submitted, the Responder must show satisfactory documentation of state licenses (if applicable). Please note that the winning respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

Insurance /Indemnification:

The Consultant shall keep in full force and effect at all times during the effective period

of any resulting agreement and durations identified within, and at its own cost and expense the following insurance with 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 registered mail, return receipt requested, 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's" as respects liability arising out of activities performed by or on behalf of the Consultant.

The 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 per each accident
2. **Commercial General Liability (CGL)** shall be in an amount acceptable to the City of Key West but not less than One Million (\$1,000,000.00) Dollars Combined Single Limit per occurrence and Two Million (\$2,000,000.00) Dollars annual aggregate. The City of Key West must be named as an Additional Insured. 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. **Business Automobile Liability** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars Combined Single Limit and no annual aggregate. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage the following coverage:
 - Owned automobiles
 - Hired automobiles
 - Non-owned automobiles
 - Location of operation shall be "All Locations"
4. **Excess/Umbrella Liability** shall have a minimum limit of Two Million (\$2,000,000) Dollars per occurrence with an annual aggregate of Two Million (\$2,000,000) Dollars. This coverage is to be following form and include the Commercial General Liability and Automobile Liability Policies.
5. **Professional Liability/Errors & Omissions** Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars.

If the contract is awarded, a full copy of this policy is to be provided at signing of contract. Coverage forms for this type of policy vary greatly from carrier to carrier thus making it important to review coverage and exclusions to insure proper coverage is being provided specific to the project.

6. Scope of Insurance and Special Hazards

The insurance required under Paragraphs 1, 2, 3, 4, and 5 hereof is a minimum to provide adequate protection for the Consultant, respectively, against damage claims which may arise from operations under this contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the entity's operation under this contract. The insurance required herein and approval of the Consultant's insurance by the City of Key West shall not relieve or decrease the liability of the Consultant hereunder.

7. Waiver of Subrogation

The insurance required under Paragraphs 1, 2, 3, 4, and 5 hereof shall contain a "Waiver of Subrogation" provision whereas the Consultant insurer waives any claim against the City of Key West.

8. Certificates of Insurance

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

9. Local Preference

Under a competitive bid solicitation, when a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local business in within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive non-local bidder within three working days of the notice of the intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest non-local bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then the award shall be made to the non local business.

10. Indemnification Agreement

The following shall be made a provision of any resulting agreement:

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 the 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 required above, 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.

Scope of Services:

The City of Key West requires the services of a qualified firm to conduct a comprehensive professional survey that will identify and analyze historic resources, structures, places and sites within the City of Key West potentially eligible for protection under the City Historic Preservation Ordinance and Historic Architectural Guidelines. The survey must cover the entire area of the City of Key West municipal boundaries. The survey must be designed to identify historic resources that have not been previously included in past surveys. The survey must focus on resources that are at least 50 years old.

Key West is home of the largest historic preservation district in the State of Florida and contains an exceptional example of frame vernacular structures in the Nation. In 2004 an Architectural Historic Survey was conducted and the number of structures that were included in the local survey increased to 2,458 resources. In the seven years from the last

survey numerous buildings have surpassed the threshold of 50 years old. Many of those structures are from the mid century period of the 1950's and 1960's, when the City of Key West was expanding outside of the "Old Town" area in response to demand for new houses and support business on land newly created from submerged area, leaving the historic original Key West core area free of major demolitions which was so common in early 1960's urban America. The City also must update the existing survey by analyzing outbuildings and accessory structures found on the sites of recorded structures, in order to determine the level of protection and regulation necessary to preserve any significant examples.

The findings of the analysis may provide information as to whether the existing boundaries of the historic district as recorded in the National Register of Historic Places should be expanded. The survey is a principal tool for the Historic Architectural Review Commission and their staff to review project proposals that may have an effect on individual historic buildings or the surrounding urban fabric. The survey is also a tool for professionals and owners to understand the historic and architectural significance of a property.

The following general scope of work is associated with the project:

- A. Draft a study methodology and present to the Historic Architectural Review Commission;
- B. Conduct study;
- C. Conduct public meetings with the community members and the Historic Architectural Review Commission; and
- D. Present findings to public and City Commission.

The scope of services may include, but is not limited to, the following tasks:

- 1. Review previous Historic Architectural surveys and inventories that are available from the City of Key West and the State of Florida.
- 2. Conduct an architectural resources field survey within the city limits of Key West.
- 3. Archival research that will include Sanborn maps, historic photos and other pertinent historic documentation.
- 4. Florida Master Site File Forms will be completed on all newly recorded historic properties.
- 5. Existing Florida Master Site File Forms will be revised and corrected when inaccurate information has been found.
- 6. Record each new resource on a Survey Log Sheet meeting the requirements of Chapter 1A-46.001 FAC.
- 7. Hold public meetings including participation in at least two Historic Architectural Review Commission meetings and one City Commission meeting after project completion.

8. Provide three copies of the draft and final versions of documents including the Final Report, Survey Log Sheet and each Florida Master Site File Form, with accompanying photos and maps. The draft survey report submission must include five "sample" Florida Master Site Forms.
9. Produce a final Survey Report meeting the requirements of Chapter 1A-46.001 FAC.
10. Provide electronic copies in PDF format of all draft and final version of documents.

Project Schedule:

1. March- April 2011- Solicit proposals, select consultant
2. April 29, 2011- Execute contract, project kickoff
3. June 25, 2011- Draft of final Survey Report
4. August 1, 2011-All project work completed

Project Funding:

The project is funded with a small matching grant awarded from the State of Florida, Division of Historical Resources and fifty percent match from the City of Key West.

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, written approach and understanding of the project and Key West's historic significance, experience of key personnel, as this demonstrates the consultant or consultant team's aptitude in providing a Historic Resource Survey for Key West will be the principal bases for evaluation.

Applicants must comply with the minimum requirements of Professional Qualification Standards in the fields of historic preservation, history, architecture or related field as set forth on The Secretary of the Interior's Professional Qualifications Standards used by the National Park Service and published in 36CFR Part 1.

Response Selection:

All complete and responsive submittals will be evaluated by a City Manager appointed selection team at a publicly noticed meeting held by the end of the business day on **April 25, 2011**. The City of Key West reserves the right to ask questions, seek clarification of any or all respondents 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 may be required to make an approximately ten minute presentation to the City Commission. Final award will be made by the City Commission, based solely on that response which, in their opinion,

is in the best interest of the City of Key West, all factors considered, irrespective of the City Manager appointed selection team ranking.

The City's budget for this study is \$100,000. The City contemplates negotiating a lump sum agreement with that consultant selected by the City Commission.

A final contract, including a detailed scope and fee, must be negotiated and then approved by the City Commission. The City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any responses submitted, as well as to reject all responses.

Response Content:

The City requires the each respondent to submit a concise response clearly addressing all of the requirements outlined in this RFP. Responses must include, at a minimum, two sections. The first section should address qualifications. The second section should address the specific scope of services proposed and costs.

- A. Qualifications. Please provide documentation of the professional qualifications of the key personnel to be employed. Such documentation shall include, but not be limited to:
1. Resumes of academic training and employment in the field of historic preservation, history, architecture or related field as set on The Secretary of the Interior's Professional Qualifications Standards used by the National Park Service and published in 36CFR Part 1;
 2. Experience including past work in and familiarity with Key West history;
 3. Schedule and completion times.
- B. Work Program and Costs. Please submit a program for the completion of the scope of services requested above and costs, which, at a minimum, shall include the following:
1. A description of the respondent's work program which shall include methodology, identify opportunities for the Historic Architectural Review Commission participation, coordination with city's staff and approximate time schedules;
 2. A description of the project team, including specific staff members and their duties, and methods of communicating information to city historic preservation staff;
 3. A detailed cost estimates for the scope of services requested above, including a cost breakdown and estimated time to complete each task;
 4. Samples of adopted or proposed similar projects prepared for other

5. At least three references from clients of previously completed similar projects with contact names, telephone numbers and electronic addresses;
6. Any other material as may be helpful to establish that the respondent has the necessary facilities, ability, and financial resources to furnish the required services in a satisfactory manner.

Community Profile:

Key West is known as the southernmost city of the Continental USA. The island comprises approximately 3,370 acres and is 4 miles long by 2 miles wide. The island is the house of one of the largest collections of frame vernacular architecture in the nation and is the largest historic district in the State of Florida with 2,649 resources surveyed. The Old Town was listed as a historic district in the National Register of Historic Places in 1971 and expanded in 1983. In 1991 the City became a Certified Local Government and in 2004 was one of the first eight communities that received the designation of a Preserve America community. The City has a Historic Architectural Review Commission, created by Charter, that is in charge of the preservation and conservation of the integrity of the historic district and historic structures located outside of the district. The Historic Architectural Review Commission members are volunteer citizens that are advocates in the protection of the historic and architectural heritage of the city. Other historic preservation advocate community groups include Historic Florida Keys Foundation, Key West Art and Historical Society and the Old Island Restoration Foundation.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein response will be paid to any employee 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 prescribed before me this _____ day of _____, 2011

NOTARY PUBLIC, State of Florida

My commission expires:

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798**

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name _____ Phone: _____
Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)
Length of time at this address _____

Signature of Authorized Representative _____ Date _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.
By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(Type of identification)

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER
OATHS,

1. This sworn statement is submitted to
by

(print individual's name and title)

for

(print 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):

2. 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), 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 or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. 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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

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

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(SIGNATURE)

(DATE)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority
_____ who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
_____ day of _____, 2011

NOTARY PUBLIC

My commission expires:

NOTICE OF ADVERTISEMENT – REQUEST FOR PROPOSALS

NOTICE is hereby given to prospective proposers that responses will be received by the CITY of KEY WEST, FLORIDA by the office of the City Clerk, 525 Angela Street, Key West, Florida 33040 until 3:00 p.m. April 20, 2011 for the “Request For Proposals #007-11 – Key West Historic Resource Survey 2011 Project” in the Office of the City Clerk . Any responses received after the time announced will not be considered.

Scope of Services and Response Documents may be obtained from DemandStar by Onvia at www.demandstar.com/supplier or call toll-free at 1-800-711-1712. One (1) original and ten (10) copies of the responses are to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside: **“Request For Proposals # 007-11– Key West Historic Resource Survey 2011 Project”** the due date, and the respondent’s name, addressed and delivered to:

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

At the time of the proposal, the successful Responder must show satisfactory documentation of state licenses (if applicable).

Any permit and/or license requirement and subsequent costs are located within the response documents. The successful Responder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the response in question. The City may reject responses: (1) for budgetary reasons, (2) if the responder misstates or conceals a material fact in its response, (3) if the response does not strictly conform to the law or is non-responsive to the response requirements, (4) if the response is conditional, or (5) if a change of circumstances occurs making the purpose of the response unnecessary, (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any response.

Sue Snider, Purchasing Agent

CITY OF KEY WEST CONSULTANT RANKING FORM

Project Name: Key West Historic Resource Survey 2011 Project

Project Number: RFP #007-11

Firm _____

Date _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Past Performance on Similar Projects	20	
Approach and Understanding of Project	10	
Experience of Key Personnel	25	
Cost Proposal	25	
Familiarity with Key West History	10	
Sub-Total Points	90	
References	10	
Total Points	100	

ADDENDUM NO. 1

City of Key West Request for Proposals (RFP) 007-11
Key West Historic Resource Survey 2011 Project

To All Prospective Proposers:

The following answers to specific questions are made part of RFP 007-11- Key West Historic Resources Survey 2011 Project:

1. How are alterations/additions to resources that have been previously surveyed to be addressed?
 - A. If a change needs to be made to a building that already has a the Florida Master Site File a revised Florida Master Site File needs to be completed and submitted as part of the project.
2. Could the City of Key West provide an estimate of the number of resources constructed between 1954 and 1962 for the proposed survey?
 - A. That will be part of the research that the respondent needs to perform.
3. What is the City of Key West basing the cut-off date for the survey on? Tax appraisal data?
 - A. The structure has to be fifty years old. The City of Key West Code of Ordinances stipulates the specific criteria and definitions for a structure, building or site deem historic and/or contributing, specifically Chapter 102 Articles I and II. You can review those sections on the provided link from the City of Key West website-Municode;
<http://library.municode.com/index.aspx?clientId=10053&stateId=9&stateName=Florida>

The Monroe County Property Appraiser's records regarding building construction dates many times are inaccurate, more specific research that will include Sanborn maps and other type of research is advisable.
4. How is the hired firm to address the need to revise and correct existing FMSF forms?
 - A. The hired firm will need to submit revised Florida Master Site File Forms with the specific new corrections and revisions as part of the project.

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5. Please clarify the required packaging for the proposal response. Are the original response, all 10 copies, and all 10 CD-ROMs ALL to be placed in one marked folder and THAT folder within the second?

A. The RFP document states the following;

C. Additional Information

Number of Copies:

Applicants shall submit one response marked "Original", 10 (ten) copies marked "Copy", and 10 CD-ROMS; each CD-ROM shall contain one PDF file each of the full response. All contents of a Proposer's submittal shall remain the property of the City. Responses shall be submitted in two (2) sealed envelopes, one within the other, each clearly marked on the outside: **"Request For Proposals # 007-11– Key West Historic Resource Survey 2011 Project"**, the due date, and the respondent's name. Underlined to emphasize.

6. The cover letter to the RFP notes that the response is to contain an information page, organizational chart, company information, and personnel information. Are these components to be submitted under "Section A – Qualifications" as identified on page 8 of the RFP?

A. A cover letter is requested with the information page as described in the RFP. A more detailed and specific description of such information, including but not limited to organizational chart, company information, and personnel, among others, is required under Qualifications on page 8 of the RFP.

7. What information is required on the "information page"?

A. The information page will include general information regarding the respondent's company and proposal overview.

8. The Anti-Kickback Affidavit form and the Public Entry Crimes Certification form are to be notarized in the respondent's home state and submitted with the response?

A. Yes.

9. How should the respondent "show satisfactory documentation of [out-of-state] licenses"?

- A. The responder must show satisfactory documentation of required State of Florida licenses (if applicable) at the time the proposal is submitted; as stated on page 2 of the RFP.
10. Does the response require actual samples of similar projects or are narrative descriptions sufficient? If actual previous reports are needed, is a copy in an electronic format acceptable?
- A. Page 8 of the RFP Item B (4) specifies; *Samples of adopted or proposed similar projects prepared for other similar communities*. The RFP requests 10 CD-ROMS that shall contain one PDF file each of the full response.
11. Does the City of Key West have an existing database into which new data can be entered? Or, would database development be a part of the proposed project?
- A. The City of Key West uses the same database of the Florida Master Site File. A new database will be developed for new structures, buildings or sites recorded for the first time as well as for revised Florida Master Site Files.
12. How many resources are to be included in the survey?
- A. As many resources as the hired firm finds that are deemed to be included in the survey and the Florida Master Site Files.
13. Are resources within NAS Key West to be included in the survey?
- A. No.
14. Are housing neighborhoods associated with NAS Key West to be included in the survey?
- A. No.
15. Will the City of Key West provide the consultant with a GIS layer (shapefile) of city tax parcels for use in the survey?
- A. The hired firm must contact Monroe County's Property Appraisers office to verify availability of the GIS layer.
16. If housing neighborhoods associated with NAS Key West are to be surveyed, should an individual resource form be completed for each housing unit?

A. Not applicable.

17. Is there an approximate quantity of the new resources that will be surveyed (both secondary structures and mid-century buildings)?

A. As many resources as the hired firm finds that are deemed to be included in the survey and the Florida Master Site Files.

18. For existing resources/Master Site File Forms, what is the scope of the survey? Will it be limited to outbuildings and accessory structures, as suggested by the RFP? Will it be limited to visual survey? Will it include re-examination of the archival research?

A. For existing resources that have already a Florida Master Site Form that the hired firm finds through visual or archival research that accessory structures/ outbuildings were not included in previous surveys the actual Florida Master Site File should be amended.

19. Will Survey Log Sheets be required for existing resources that are resurveyed? Is the current survey data in the existing log sheet format? Is it available electronically?

A. Survey Log Sheets will be required for each new resource and will meet the requirements specified in the RFP, on page 6. The City of Key West has an existing log sheet. The log sheet is available in the City of Key West website links as provided;
Historic Survey completed in 2004 with appendixes:

<http://www.keywestcity.com/egov/docs/1158600347759.htm>

20. Will the selected consultant be responsible for GIS mapping and/or database entry, or will the work be limited to the completion of PDF Historical Structure Forms and required attachments?

A. Refer to Standards and Guidelines for Reports requirements under Chapter 1A-46.001 FAC. The hired firm must comply with those requirements, Item 9 of page 7 of the RFP.

21. How many land parcels are located within the City of Key West municipal boundaries?

A. There are 11,175 parcels located within the City of Key West municipal boundaries, excluding military lands.

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22. On page 5, the RFP states that 2,458 resources have been surveyed and on page 9 it states 2,649 resources have been surveyed, please clarify.
- A. There are a total of 2,649 resources surveyed at present time, as stated in page 9 of the RFP. The survey conducted in 2004 included 2,458 resurveys and new structures and buildings included for the first time in a survey.
23. When you say “resources surveyed” does this count refer to individual properties that have been surveyed, but are but not necessarily NRHP eligible or are all of these “resources surveyed” eligible?
- A. The resources surveyed do not necessarily make them eligible for the National Register of Historic Places.
24. Regarding outbuildings and accessory structures of previously surveyed resources, are FMSF updates only needed for previously determined eligible properties or are form updates necessary for every previously surveyed parcel with non-recorded secondary structures?
- A. Florida Master Site File forms need to be updated for outbuildings and accessory structures that were not previously recorded.
25. Page 6, under General Scope of Work, A): will it be required to present the draft study methodology in person to the HARC or will a the Commission review it as a document?
- A. The study methodology will be presented to the Historic Architectural Review Commission. The scope of services, Item 7 page 6 of the RFP includes at least two public meetings with HARC and one meeting with City Commission after project completion.
26. Is it possible to obtain an electronic copy of the Old Towne National Register Nomination from the City prior to the submittal of our proposal?
- A. Yes. We have the 1997 original nomination copy and it can be downloaded from the following link;
<http://www.keywestcity.com/egov/apps/services/index.egov?path=details&action=i&id=296>
27. How many eligible/contributing buildings are there currently within the City’s municipal boundaries?
- A. There are 2,524 buildings, structures and sites listed as contributing.

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28. Are all the documents listed under the task of archival research (page 6, number 3) available in Key West or at other agencies such as the FL SHPO?

A. Yes.

29. Will the City provide maps of the area to be surveyed, as well as maps indicating previously surveyed parcels prior to survey?

A. Yes.

30. Under Response Content section (page 8, Section B, number 1) identify opportunities for HARC's participation...does this mean contribution of time during the survey and forms or inclusion in meetings as discussed, etc.?

A. The hired firm will just make at least two presentations to the Historic Architectural Review Commission, as stated on page 6 D 7, of the RFP.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the proposal package. Proposals submitted without acknowledgement or without this Addendum fully executed may be considered non-responsive.

Signature

Name of Business

Date