

# REQUEST FOR PROPOSAL

For

## JOHN JONES NAVIGATION CENTER (JJNC) HOMELESS SHELTER MANAGEMENT

City of Key West

RFP No. 006-23



July 6, 2023

Prepared by:

City of Key West  
1300 White Street  
Key West, Florida 33040

**INFORMATION TO PROPOSERS**

SUBJECT: REQUEST FOR PROPOSALS RFP NO. 006-23  
JOHN JONES NAVIGATION CENTER HOMELESS  
SHELTER MANAGEMENT

ISSUE DATE: July 18, 2023

MAIL OR SPECIAL  
DELIVERY RESPONSES TO: CITY CLERK  
CITY OF KEY WEST  
1300 WHITE STREET KEY  
WEST, FL 33040

DELIVER PROPOSALS TO: SAME AS ABOVE

PROPOSALS MUST BE  
RECEIVED: August 16, 2023

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

JESSICA DUROCHER  
PURCHASING AGENT CITY  
OF KEY WEST

## REQUEST FOR PROPOSAL

Sealed Proposals for the City of Key West RFP No. 006-23 **JOHN JONES NAVIGATION CENTER HOMELESS SHELTER MANAGEMENT**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until **3:00 pm on August 16<sup>th</sup> at 3:00PM, 2023**, and then will be publicly opened and read. Any proposals received after the time and date specified will not be considered.

**Please submit two (2) originals and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside “SEALED PROPOSAL FOR RFP No. 006-23 JOHN JONES NAVIGATION CENTER HOMELESS SHELTER MANAGEMENT” addressed and delivered to the City Clerk at the address noted above.**

The City of Key West is seeking proposals to provide management of the John Jones Navigation Center (JJNC). The City will consider proposals that include a broad range of business, financial and organizational structures, and relevant experience in the management of a homeless shelter, and overall coordination and planning of homeless services in Key West, while providing these services at a competitive cost.

Documents may be requested from DemandStar at [www.demandstar.com](http://www.demandstar.com) or by calling 1-800-711-1712 or at [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov).

A **pre-proposal meeting** will be held in person at City Hall (1300 White Street, Key West, Florida, 33040) August 1, 2023, at 10:00 A. M. **Meeting attendance in person or on the phone is mandatory. If you cannot attend in person and want to join via phone conference, please contact Todd Stoughton at [tstoughton@cityofkeywest-fl.gov](mailto:tstoughton@cityofkeywest-fl.gov). Times and date for evaluation committee meetings will be given at this pre-proposal meeting, including directions on attending.**

The Proposer will be required to furnish documentation showing that he/she is in compliance with applicable licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into an agreement with the City of Key West.

All 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 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 services contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent successful Proposer to perform the size and type of services specified under this Contract. Upon request, the Proposer shall submit such information as deemed necessary by the CITY to evaluate the Proposer's qualifications.

For information, clarification or to ask questions concerning the proposed services, please contact Todd Stoughton, Assistant City Manager, by email only at [tstoughton@cityofkeywest-fl.gov](mailto:tstoughton@cityofkeywest-fl.gov). The City's "Cone of Silence" Ordinance 2-773 does not allow verbal communications.

As stated above at the time of the Proposal submittal the Proposer must provide satisfactory

documentation of State Licenses. The Proposer shall furnish documentation showing that he/she is in compliance with the licensing requirements, with City licenses procured within ten days of the award. 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 City may reject proposals for any of the following reasons: (1) for budgetary reasons, (2) if the Proposer mis-states or conceals a material fact in its proposal, (3) if the proposal does not strictly conform to the law or is non-responsive to the proposal requirements, (4) if the proposal is conditional, (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the City, 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.

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# List of Attachments

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## Attachments

- A Proposal Checklist
- B Qualifications Statement
- C Insurance Requirements
- D Local Vendor Cert. Pursuant to CKW Ord. 09-22 Sect. 2-798
- E Indemnification Affidavit
- F Anti-Kickback Affidavit
- G Public Entity Crimes Affidavit
- H Non-Collusion Declaration and Compliance Affidavit
- I Cone of Silence Affidavit
- J Equal Benefits for Domestic Partners Affidavit
- K Scrutinized Companies List
- L Temporary Site Layout

# 1. Project Description

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The City of Key West is seeking applicants to operate the John Jones Navigation Center Homeless Shelter for Fiscal Year October 1, 2023, through September 30, 2028. The successful applicant will be chosen by the City Commission based on rankings by an evaluation team assigned by the City Manager. The ranking team will recommend a John Jones Navigation Center Shelter Manager to the City Commission who will make the final decision.

## SCOPE OF SERVICES:

The successful applicant will provide the following:

- *Management and operation of the John Jones Navigation Center, which includes:*
  - Management of a 148-bed capacity shelter for overnight sleeping accommodations.
  - Providing 24-hour per day staffing/volunteer coverage of the Shelter, as well as maintaining a safe and clean-living environment at the Shelter.
  - Conducting outreach to inform homeless persons about the availability of the shelter.
  - Maintenance of the facility.
  - Enter data into Homeless Management Information System.
  - Report on number of persons served and a listing of the names of those served.
- *Services to the homeless or those at risk of becoming homeless, including, housing search assistance; facilitation of medical and psychological counseling; job training and placement; and/or facilitation of substance abuse treatment and counseling.*
- *Homelessness prevention activities to households that have received an eviction notice or notice of termination of utility services, including housing counseling and facilitation of legal services.*

## POPULATION SERVED:

The City of Key West's Homeless Shelter serves a low-income, multi-lingual, multi-cultural population. Successful applicants will have experience serving people who do not speak English, or who may be physically or learning disabled or developmentally delayed, mentally ill, or who are ex-felons or parolees.

## QUALIFIED APPLICANTS:

Applicants may be public agencies, nonprofit agencies, or private for-profit businesses. The successful applicant must be able to comply with City of Key West requirements for insurance as required in the insurance section of this application.

## ANTICIPATED FUNDING:

The City anticipates a Fiscal Year 2023-24 appropriation for the management and operations of the JJNC in an amount of \$850,000.00 in accordance with the Scope of Services referenced above. Proposers must submit as part of their proposal submission an operational budget for the JJNC which is based on the \$850,000.00 appropriation to be paid in advance of services monthly in 1/12 increments. Subsequent years funding amounts will be determined through the submission of a fiscal year budget to the City of Key West by the operator and the review and approval of such budget by the City of Key West. Selected operator must maintain sufficient books. Fiscal Year funding amounts not expended in the performance of the scope of services shall be remitted to the City.

**FUTURE FACILITY:**

Proposals should include the proposer’s knowledge that the current JJNC Homeless Facility is planned to be demolished and a new concrete building will be constructed via separate RFP on the current footprint. The current facility will be moved to a temporary facility during the construction of the new building. The temporary facility is immediately adjacent to the current facility.

**Please answer all questions below and on the following pages completely. Required information can be submitted on separate correspondence, however, word counts must be adhered to in order to be accepted.**

Exceeding the indicated word counts will be considered non-responsive.

Please direct all questions to Todd Stoughton, Assistant City Manager, City of Key West by email to [tstoughton@cityofkeywest-fl.gov](mailto:tstoughton@cityofkeywest-fl.gov) . All questions must be submitted August 1, 5:00PM EST, August 1<sup>st</sup>, 2023.

**Section 1  
Organization Information:**

<b>Organization Name:</b>		
<b>Mailing Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Phone #:</b>	<b>Fax #:</b>	
<b>Website:</b>		
<b>Executive Director:</b>	<b>Email:</b>	
	<b>Phone #:</b>	
<b>Contact Person (if different):</b>	<b>Email:</b>	
<b>Contact Person Title:</b>	<b>Phone #:</b>	
<b>Board President:</b>	<b>Email:</b>	
<b>Organization Mission Statement (150 words or less):</b>		

**Please attach a copy of the following:**

- Copy of Bylaws
- Budget for FY 2023-2024
- Your most recent organization’s IRS 990 form, if applicable.
- Operational Plan for the John Jones Navigation Center (Operational Plan needs to address emergency procedures, including emergency closures, and off-site sheltering)



**Section 2 Proposal**

**Budget:**

Provide a proposed annual budget. Expenses shall represent an average of 3 years of actual expenses at JJNC, as an example. If your budget varies significantly from the line items indicated on the template, please describe why in an attached narrative.

The budget you submit should correlate with your answers to the narrative questions below.

**Section 3**

**Narrative Questions:**

Exceeding the indicated word counts will be considered non-responsive.

**Question 1 – Shelter Operations Plan**

Please describe how your organization would manage the John Jones Navigation Center facility and operations.

Your description should include information on how your organization will:

- Maintain and operate the facility to provide a clean and safe living environment (including routine building maintenance, cleaning, safety, etc., as indicated in your proposed budget).
- Oversee operations ensuring 24-hour coverage through the management of part-time employees and volunteers.
- List on-site Operational Manager and include their qualifications.
- Maintain data on shelter usage.
- Draft/Provide an operational manual for employees that includes training, discipline, job descriptions, authorities and responsibilities of employees, duties, and functions of each position. Include Emergency Operations such as Hurricane Evacuation, and off-site sheltering. Provide to City for review. The Operational Manual will not count against the 500-word limit and should be included as a separate document.

Please indicate if your organization is currently operating a homeless shelter or has operated a shelter in the past 5 years. If you have experience in shelter operations, please indicate where and for how long you have operated shelters. (500 words or less)

## **Question 2 – Services to the Homeless**

Part A. Please describe (in 500 words or less) how your organization would provide services to the homeless, or those at risk of being homeless, in Monroe County, to connect them with housing, employment, and the types of services and supports they need to acquire stable housing. Provide details on how you would provide services in the areas of:

- rapid re-housing and housing search assistance
- job training or placement
- medical or psychological counseling
- facilitation of substance abuse treatment and counseling
- other support that addresses the complex causes of homelessness

Part B. If you are currently providing those services to the homeless, please indicate (in 200 words or less) how long you have been doing so. Describe how you measure your success in providing those services and present any data you have that indicates your success.

## **Question 3 – Homelessness Prevention**

Part A. Please describe (in 500 words or less) how your organization would provide homelessness prevention services such as:

- connecting those at risk of being homeless with rental and utility assistance programs and anti-eviction services
- housing counseling and connection to legal services
- connecting those at risk with other services needed to maintain stable housing

Part B. If you are currently providing homelessness prevention services, please indicate (in 200 words or less) how long you have been doing so. Describe how you measure your success in providing those services and present any data you have that indicates your success.

**Question 4 – Community Outreach and Partnerships**

Please describe how your organization provides information to potential clients about your services. Describe your community outreach efforts and how you would coordinate services with other agencies in Monroe County that serve the homeless or those at risk of being homeless. Do you have formal or informal relationships with social service agencies that serve low-income Monroe County residents?

(500 words or less)

**Question 5 – Working Effectively with a Diverse Population**

Please describe your organization’s capacity to work with people who do not speak English and with people from other countries and cultures. What strategies would you use to work most effectively with Key West’s highly diverse population?

(500 words or less)

**Question 6 – Working Effectively with Those Most at Risk of Becoming Homeless**

Please describe your organization’s history in working with populations that are most at risk of becoming homeless, including people who are physically or mentally disabled, ex-felons or parolees?

(500 words or less)

**Question 7 – Familiarity with Key West, Monroe County, and the Monroe County Continuum-of-Care, Inc.**

Please describe your organization’s history in working in the City of Key West. Has your organization served City of Key West residents in the past? If so, how long have you served residents and in what capacity.

(500 words or less)

Signature of Executive Director: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Board President: \_\_\_\_\_ Date: \_\_\_\_\_

## Information and Instructions to Proposers

Project: **JJNC HOMELESS SHELTER MANAGEMENT - RFP No. 006-23**

This RFP is issued to provide prospective Proposers with information, guidelines, and rules to prepare and submit a Qualifications Proposal and Cost Proposal. The submittal must satisfy all criteria established in this RFP to qualify for an award, unless it is waived by the CITY as an informality, technicality, or irregularity, at CITY's sole discretion.

### **1.2.1 Definitions**

"Evaluation Panel" - The CITY will create an Evaluation Panel (EP) consisting of professional members, its staff, and other agencies, as necessary, to evaluate technical and cost proposals.

"CITY"- City of Key West, Florida.

"Proposer" - The official entity submitting a proposal in response to this RFP.

"Proposal" - The Proposer's written response to this RFP offering to provide the specified services. It shall be considered as a formal offer and shall be valid for a period of 90 calendar days from the date that Qualifications and Cost Proposals are opened.

"Request for Proposals (RFP)" - A formal written solicitation for sealed proposals to provide requested services, in which qualifications presentations, qualifications, experience, and compensation are among the main selection criteria.

### **1.2.2 Invitation**

This invitation is extended to all qualified individuals or firms, including joint ventures and partnerships that can provide the requirements specified herein. Proposals should be prepared simply and economically, addressing the requirements in a straightforward and concise manner. The requirements presented in this solicitation represent the CITY's anticipated needs.

### **1.2.3 Reservation of Rights**

The issuance of this RFP constitutes only an invitation to present Qualifications and cost proposals. The CITY reserves, holds and may in its sole discretion exercise any or all the following rights and options with respect to this RFP:

1. Determine if Proposer's Statement of Qualifications satisfactorily meets the criteria established in this RFP;
2. Seek clarification from any Proposer submitting a proposal;
3. Reject any or all proposals in accordance with Section 1.2.14;
4. Re-advertise, issue, and solicit for other proposals;
5. Cancel this solicitation at any time with or without the substitution of another proposal;
6. Supplement, amend or otherwise modify this proposal; and,
7. Waive any minor irregularity or informality on any matter to the extent not prohibited by law.

The CITY reserves the right to modify the Scope of Work to be considered for this project. The CITY shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP or otherwise.

### **1.2.4 Pre-Proposal Conference**

A **Mandatory** (in-person or teleconference) pre-proposal meeting will be hosted by the City of Key West on August 1, 2023, at 3:00PM EST. Proposers shall submit written questions in accordance with Section 1.2.5.

### **1.2.5 Questions, Interpretational Addenda**

Prospective Proposers shall promptly notify the CITY in writing of all conflicts, errors, ambiguities, inconsistencies, or discrepancies that Proposers find in the Proposal Documents.

No verbal inquiries shall be received or responded to. All questions and clarification inquiries from Proposers concerning the proposals must be submitted in writing either through email, or mail. Any written inquiries must be received by CITY no later than ten (10) calendar days prior to the scheduled date for receipt of proposals. Questions will be answered in writing by the CITY and made available to all registered RFP holders. See also Section 1.2.18.

Questions should be sent to:

**City of Key West**

1300 White Street, Key West, FL 33040

*Attn.: Todd Stoughton, Assistant City Manager*

Email: [tstoughton@cityofkeywest-fl.gov](mailto:tstoughton@cityofkeywest-fl.gov)

### **1.2.6 Access to Site**

On request, the CITY will provide access to the site to allow prospective Proposers to conduct such investigations and tests as may be deemed necessary to submit proposals. Proposers shall schedule such access in advance by contacting:

**City of Key West**

1300 White Street, Key West, FL 33040

*Attn.: Marcus Davila., Director of Community Services*

Email: [mdavila@cityofkeywest-fl.gov](mailto:mdavila@cityofkeywest-fl.gov)

### **1.2.7 RFP Documents**

This RFP contains the Scope of Services and Appendices providing information/documents including:

- John Jones Navigation Center Homeless Shelter - SURVEY

No information obtained from any officer, agent, or employee of the CITY on any such matter, shall in any way affect the risk or obligation assumed by the successful Proposer, or relieve the Proposer from fulfilling any of the conditions of the Contract.

It is the responsibility of the Proposer to ensure that all pages and all addenda are received. All Proposers are advised to closely examine this package. Any questions regarding the completeness

of this package and any addenda thereto should be immediately directed to the CITY contact.

The CITY assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documentation. The CITY, in making copies of the RFP Documentation available on the above term, does so only for the purpose of obtaining Proposals for the Work to be performed and does not confer a license or grant for any other use.

### **1.2.8 Examination Site**

Proposers must satisfy themselves by personal examination of the John Jones Navigation Center Homeless Shelter and by thorough examination of related information identified in the Proposal Documents and all requirements of the Work to be performed. At no time after the submission of a proposal shall the Proposer dispute or complain of such estimate or the nature or the amount of Services to be furnished. Proposers shall be familiar with, and all work shall comply with, all federal, state, and local laws, ordinances, codes, rules, and regulations that in any way affect the cost, progress, or provision of the Services. Failure on the part of Proposers to thoroughly familiarize themselves with applicable laws, ordinances, codes, rules, and regulations will in no way relieve them from the responsibility included in the applicable laws, ordinances, codes, rules, and regulations.

By submission of a proposal, the Proposer affirms that:

1. He/she has read and understands the RFP Documents, inclusive of the Scope of Services, and the Proposals submitted are made in accordance therewith; and,
2. The Proposer has visited the site and familiarized himself/herself with the local conditions under which the work is to be performed.

The submission of proposals will constitute an incontrovertible representation that the Proposer has complied with every requirement of the Instructions to Proposers, that without exception the proposals are premised upon performing the Services required and that this RFP is sufficient; in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the services. Proposers shall not be entitled to any additional compensation based upon alleged differing conditions that in the opinion of the CITY shall have been reasonably anticipated at the time of preparation of the proposals.

### **1.2.9 Interpretations and Addenda**

Proposers shall carefully examine the Request for Proposal documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY in writing prior to the submittal deadline as stated in Section 1.2.5. Failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision.

In general, no answer will be given to prospective Proposers in reply to an oral question if the question involves an interpretation of the intent or meaning of the RFP. Any information given other than by means of the RFP, including Addenda as described below, is given informally for informational purposes and for the convenience of the Proposers only and is not guaranteed. The Proposer agrees that such information, interpretations, corrections, or changes will not be binding and shall not be used as the basis of, nor shall the giving of any such information entitle the Proposer to assert, any claim or demand against the CITY on account thereof.

When solicitation revisions to the RFP are deemed advisable or become necessary, including changes to the deadline for proposal submission, they shall be answered only in the form of written addenda posted on Demand Star and the City of Key West website (<http://www.cityofkeywest-fl.gov/>). Please contact Demand Star at <http://www.demandstar.com> or the City of Key West website <http://www.cityofkeywest-fl.gov/> or call 1-800-711-1712 to obtain addenda. All addenda so issued shall become a part of the Contract Documents.

All addenda issued must be acknowledged. Prospective Proposers are advised to contact the CITY prior to the solicitation deadline to ascertain the existence and number of any addenda issued. Failure of any Proposer to receive or to acknowledge receipt of any addenda shall not relieve such Proposer from any terms, conditions and obligations under its proposal as submitted.

Prior to submission of its proposal, the Proposer shall ascertain that it has received all addenda issued. The Proposer shall acknowledge receipt in writing of each individual addendum by completing the acknowledgment included in the Cost Proposal Form.

### **1.2.10 Preparation and Submission of Proposals**

Qualifications Proposals and Cost Proposals must be submitted in sealed envelopes or boxes by the deadline indicated in this solicitation. The outside of the sealed envelopes or boxes shall be marked "SEALED PROPOSAL"; identified by the name of the Proposer; project name; RFP number; and the Proposer's return address. The CITY assumes no responsibility for proposals not properly marked.

Two (2) copies of each proposal shall be submitted (one marked "original" and one marked "copy"), and two (2) flash drives, each shall contain one PDF file each of the full response.

**The Qualifications Proposal shall not exceed 25 double side pages not including required City forms.**

Failure to comply with these requirements may be considered grounds for declaring the submittal non-responsive.

The Proposer shall provide the information requested in the proposal documents. All proposals must be in legible/readable format in computer form, typewritten or executed in ink. All documents requiring execution by an officer or employee having authority to bind the company or firm must be executed in ink. Signatures shall be required as follows:

1. Proposals by a corporation must be manually executed in the corporate name by the President or Vice President (or other corporate officer, accompanied by written evidence of binding signatory authority). The corporate seal must be affixed and attested by the Corporate Secretary or Assistant Corporate Secretary.
2. Proposals by a partnership must be manually executed in the partnership name and signed by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.

Please respond concisely to each of the requirements or questions as set forth in the proposal documents. Each requirement or question shall be responded to separately, with the requirement or question preceding each response. Proposals shall be on 8.5" x 11" format included in a loose-leaf binder with section dividers as required further herein. All proposals must include the provided forms. Proposals on Proposer letterhead; or quotation forms will not be accepted. Proposals submitted by facsimile transmission shall not be accepted.

The proper delivery of the proposal to the CITY is solely and strictly the Proposer's responsibility. The CITY cautions Proposers to assure actual delivery of proposals either hand-delivered or mailed via U.S. mail or overnight courier, directly to the CITY prior to the deadline set for opening proposals. The CITY shall not be responsible for delays, caused by the United States Postal Service, other delivery companies or services, or any other occurrence. Proposals submitted by certified or registered mail, not received by CITY at the time of the Proposal Opening will not be honored.

Receipt of a proposal by any CITY office, receptionist, or personnel other than CITY CLERK does not constitute "delivery" as required by this solicitation.

The proposal delivery time will be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late proposals will be returned to the Proposer unopened with the notation: "This proposal was received after the delivery time designated for the receipt of proposals."

### **1.2.11 Withdrawal of Proposal**

Proposers may withdraw their submitted proposal by notifying the CITY via telegraphic or written communication at any time prior to the proposal submittal deadline. The written request must be signed in a manner identical with the proposal being withdrawn and be worded so as not to reveal the amount of the Cost Proposal.

### **1.2.12 Modifications of Proposals**

Proposers may not modify their proposals after the date(s) and time(s) designated for the receipt of proposals.

Proposers may modify a proposal already submitted by delivering a telegraphic or written communication to the place where proposals are to be submitted at any time prior to the proposal submittal deadline. The written request for modification must be duly executed and signed in a manner identical with the proposal being modified and be worded so as not to reveal the amount of the original Cost Proposal. It shall however, state the addition, subtraction, or other modification to the Cost Proposal, such that the cost will not be known until the sealed Cost Proposal is opened. No modifications will be permitted after the date and time designated for the receipt of Cost Proposals.

### **1.2.13 Alternative Proposals**

While Proposers are expected to provide proposals that fulfill the obligations and requirements imposed by this RFP, **the City encourages alternative proposals reflecting creativity (e.g., outside the box) of the Proposer.**

Oral or telephonic proposals or such modifications to proposals submitted will not be considered.

Nothing contained herein shall place a duty upon the CITY to reject proposals or award a contract based upon anything other than its sole discretion as described herein.

### **1.2.14 Acceptance/Rejection of Proposals**

Selection shall be in accordance with F.S. 287.057. The CITY may reject proposals for any and/or all of the following reasons:



1. For budgetary reasons,
2. If the proposer misstates or conceals a material fact in its proposal,
3. If the proposal does not strictly conform to the law or is non-responsive to the proposal requirements,
4. If the proposal is conditional, or
5. If a change of circumstances occurs making the purpose of the proposal unnecessary to the CITY.

The CITY further reserves the right to reject the proposal of any Proposer that previously failed in the proper performance of an award, or to deliver on time a contract of a similar nature, or who has been suspended or debarred from doing business with the CITY, or who is not in a position to perform properly under this award. The CITY reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing.

Reasonable efforts will be made to either award the Contract or reject all proposals within 90 calendar days after proposal opening date. A Proposer may not withdraw its proposal unilaterally nor change the Cost Proposal before the expiration of 90 calendar days from the date of proposal opening. A Proposer may withdraw its proposal after the expiration of 90 calendar days from the date of proposal opening by delivering written notice of withdrawal to the City Clerk prior to award of the Contract by the City Commission.

More than one proposal from an individual, firm, partnership, joint venture, corporation, or association under the same or different names will not be considered. If the CITY believes that any Proposer is included in more than one proposal, all proposals in which such Proposer has an interest will be rejected. If the CITY believes that collusion exists amongst the Proposers, all such collusive proposals will be rejected.

Any blank spaces on the submission, qualifying notes, exceptions, counter offers, lack of required submittals, signatures, or failure to submit on the CITY Cost Proposal form may cause the proposal to be declared non-responsive.

The CITY reserves the right to award to that Proposer which, in the opinion of the CITY, will be in the best interest of and/or the most advantageous to the CITY. Minor irregularities, informalities and technicalities in a proposal may be waived by the CITY. A minor irregularity or informality is a variation from the solicitation that does not affect the Cost Proposal or does not give a Proposer an advantage or benefit not enjoyed by other Proposers and does not adversely impact the interests of the CITY.

### **1.2.15 Proposal Development Costs**

Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission, or presentation of a proposal to this solicitation. All information in the proposal shall be provided at no cost to the CITY.

### **1.2.16 Disclosure**

Upon receipt, sealed proposals are exempt from public disclosure until such time as the CITY provides notice of a decision or intended decision or within 30 days after proposal opening, whichever is earlier. Thereafter, all proposals become "public records" and shall be subject to public disclosure

consistent with Chapter 119, Florida Statutes. Proposers claiming exemptions to disclosure provided by law must provide at the time of the proposal submittal the specific statutory authority for the claimed exemption, identifying the specific data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Unless exemption is established, proposals will thereafter be made available for public inspection at the Office of the CITY.

Proposers shall disclose all material facts with its proposal submission pertaining to any felony conviction or any pending felony charges in the last three years anywhere in the United States against:

1. Proposer;
2. Any business entity related to or affiliated with Proposer; or,
3. Any present or former executive employee, officer, director, stockholder, partner, or CITY of Proposer or of any such related or affiliated entity.

This disclosure shall not apply to any person or entity that is a stockholder owning less than 20% of the outstanding shares of a Proposer whose stock is publicly owned and traded.

Proposer shall also disclose any civil conviction or pending civil litigation involving contract performance during the last three years anywhere in the United States against the Proposer or any business controlled by or affiliated with Proposer.

The CITY may reject, at its sole discretion, any Proposer it finds to lack honesty, integrity, or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity, or moral responsibility. The CITY's finding may be based on the disclosure required herein, the CITY's own investigation, public records, or any other reliable source of information. The CITY may also reject any Proposer failing to make the disclosure required herein. By submitting a proposal, Proposer recognizes and accepts that the CITY may reject any proposal at its sole discretion. The Proposer waives any claim it might have for damages or other relief arising from the rejection of its proposal or resulting directly or indirectly from the rejection of its proposal based on these grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal. Please also see F.S. Section 287.133 referenced in Section 1.2.22 of this document.

### **1.2.17 Award and Execution of Contract**

Proposers acknowledge that this solicitation or the proposal does not constitute a contract with the CITY. No contract is binding or official until the CITY Commission, or designee, approves a contract. The CITY intends to enter into contract agreements with one Proposer, based on the selected proposal and the agreements attached to the RFP.

The CITY may conduct such investigations as it deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Proposers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents.

The Proposer to whom the award is made shall, within fifteen (15) calendar days, not including Sundays, and legal holidays, after receiving notice of award, provide evidence of any required insurance and, if determined applicable by the CITY, negotiate any remaining items for consideration in the contract documents. Failure to execute the contract and/or to provide evidence of any

required insurance shall be just cause for annulment of the award. Award may then be made to the next highest ranked Proposer, or the RFP may be re-advertised, at the CITY's discretion.

If within fifteen (15) calendar days, not including Sundays and legal holidays, after issuance of Notice of Contract Award, the successful Proposer refuses or otherwise neglects to execute the required written contract, the Proposer's Proposal may be rejected, and negotiations commenced with the next highest firm.

No plea of mistake in the proposal or misunderstanding of the conditions of forfeiture shall be available to the Proposer or as a defense to any action.

### **1.2.18 Tax Exempt Status**

The CITY is a political subdivision of the state of Florida. The CITY is the governing authority and, as such, is exempt from paying sales and use taxes imposed by the state, and federal and state taxes for tangible personal property. Proposers must note that they will be responsible for the payment of all taxes and that the costs thereof are included in the prices stated in the Cost Proposal.

### **1.2.19 Laws, Codes, and Regulations**

Proposers are notified that all applicable federal and state laws, municipal and County ordinances, and the rules, regulations, resolutions, policies, and procedures of the CITY, and any other authority having jurisdiction over any part of the project shall apply to the solicitation and the contract throughout, and are deemed to be included in this solicitation/contract the same as though herein written.

If any discrepancy or inconsistency shall be discovered between the Request for Proposal and any law, code, ordinance, regulation, order of decree, Proposer shall immediately report the same in writing to the CITY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the Proposer was unaware of or failed to investigate the rules, codes, regulations, statutes, and ordinances of all applicable governmental agencies having jurisdiction over the proposed services.

### **1.2.20 Conflict of Interest**

All Proposers must disclose with their Qualifications Proposal the name of any officer, director, or agent who is also an employee of the CITY. Further, all Proposers must disclose the name of any CITY employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

### **1.2.21 Public Entity Crimes Statement (F.S. 287.133)**

As provided in Florida Statute 287.132-133, by submitting a proposal, or entering into a contract, or performing any work in furtherance thereof, the Proposer certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the state of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a). This certification shall be included as part of the 1 Qualifications Proposal. See Attachment H.

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 \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voided or subject to immediate termination by the CITY, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. The CITY, in the event of such termination, shall not incur any liability to the Proposer for any work or materials furnished.

### **1.2.22 Subcontractor and Supplier Information**

Proposers shall list proposed major subcontractors (and/or subconsultants) and suppliers to be used, to include name, mailing address, phone number, fax number, web-site address (if available), e-mail address (if available), type of work subcontracted. The Proposer shall provide an experience statement with pertinent information regarding similar projects and other evidence of qualification for each subcontractor, person, or organization. If after due investigation the CITY has reasonable objection to any proposed subcontractor, supplier, person or organization, the CITY may, before Notice of Award, request the successful Proposer to submit an acceptable substitute. The CITY reserves the right to make a determination as to the foregoing.

If the apparent successful Proposer declines to make any such substitution, the CITY may award the Contract to the next highest-ranking Proposer that proposes to use subcontractors, suppliers and other persons and organizations acceptable to the CITY. Failure to make requested substitutions does not constitute grounds for forfeiting the Proposal Security of any Proposer. Any subcontractor, supplier, other person, or organization listed and to whom the CITY does not make a written objection prior to issuing the Notice of Award will be deemed acceptable to the CITY, subject to revocation. No acceptance by the CITY of any such subcontractor, supplier or other person or organization shall constitute a waiver of any right of the CITY to reject defective work/services, materials or equipment not conforming to the Contract Documents.

Proposer shall not change any subcontractors without just cause and approval by the CITY. No Proposer shall be required to employ any subcontractor supplier, other person, or organization against whom the Proposer has a reasonable objection.

### **1.2.23 Insurance**

The successful Proposer shall, at its sole expense, provide and maintain in full force and effect throughout the term of the Contract, all insurance coverage as set forth in Attachment C and with insurers and under forms of policies acceptable to the CITY. Evidence of appropriate insurance coverage shall be provided as an attachment to the Cost Proposal. Proposers may fulfill this requirement by having their insurance agent either:

- Complete and sign an insurance certificate which meets all of the requirements as provided in this RFP; or,
- Issue a letter on the insurance agency's stationery stating the Proposer qualifies for the required insurance coverage levels and that an insurance certificate will be submitted before final execution or issuance of the contract.

All insurers must be qualified to lawfully conduct business in the state of Florida. Failure of the CITY to notify the Proposer that the certificate of insurance provided does not meet the contract requirements shall not constitute a waiver of the Proposer's responsibility to meet the stated requirements. In addition, receipt, and acceptance of the certificate of insurance shall not constitute approval of the amounts or types of coverage listed on the certificate. The successful Proposer shall provide evidence certifying that all insurance is in full force and effect; and such evidence shall include provisions that the insurance shall not be canceled, expire, or be materially changed without giving the CITY at least thirty (30) days advance notice by registered mail.

Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies, or capabilities, may be grounds for rejection of the proposal and rescinding of any ensuing contract.

### **1.2.24 Non-discrimination Clause**

It is the express policy of the CITY that the CITY shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, gender, age, marital status, sexual orientation, or disability.

### **1.2.25 Limitation of Liability**

Any legal action to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the alleged negligent or wrongful act or omission of any employee of the CITY acting within the scope of his/her office or employment is subject to the limitations specified in Florida Statute 768.28.

No officer, employee or agent of the CITY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

The CITY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

### **1.2.26 Contract with Third Parties**

The Proposer shall not enter into any contractual agreement with a third party for performance of any conditions under this RFP without the express written approval of the CITY.

### **1.2.27 Assignment**

The Proposer's proposal, if accepted, resultant contract, and any permits required for performance of the Contract shall not be assigned, conveyed, or otherwise disposed of without permission of the City Commission by Resolution.

### **1.2.28 Minority, Women Business Enterprises or Disadvantaged Business Enterprises**

Proposers are hereby informed that the CITY encourages the utilization and participation of Minority, Women Business Enterprises or Disadvantaged Business Enterprises. Proposers are

encouraged to seek Minority, Women Business Enterprises or Disadvantaged Business Enterprises for participation in subcontracting opportunities.

The Certified Vendor Directory can be accessed from the Department of Management Services, Office of Supplier Diversity website:

[http://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

### **1.2.29 Local Vendor Preference**

Proposers are hereby informed that local vendor preference is given to responsive and responsible Proposers meeting the definition of local business pursuant to section 2-798 which permits the award to a qualified local Proposer, if within five percent of the lowest proposal submitted. However, the ranking of Qualifications of the local Proposer would also need to result in the highest score in order to be considered for the contract award.

### **1.2.30 Domestic Partner Benefits**

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a proposal process shall provide benefits to domestic partners of its employees on the basis as it provides benefits to employee spouses.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become the contract may be retained by the City.

### **1.2.31 Evaluation Criteria**

The CITY will convene an Evaluation Panel to conduct a review and ranking of Qualifications Proposals and Budget Proposals submitted in response to the Request for Proposal. The Evaluation Panel will consist of a minimum of three (3) designated CITY staff and/or selected representatives of the CITY. The Evaluation Panel will be assisted by an evaluation committee facilitator that will be assigned prior to the evaluation committee meeting.

Evaluation of the Qualifications Proposal which includes qualifications and experience, and the Cost Proposal from each Proposer shall be based on evaluation criteria and procedures established within this document. The Evaluation Panel shall evaluate and score the proposal from each Proposer and establish the final ranking of submittals received. Background and reference checks will be completed by the ranking committee facilitator who will consult with legal counsel as necessary.

### **1.2.32 Qualifications Presentation and Cost Proposal Presentation**

The two parts of the Proposal and required attachments shall be submitted to the CITY on or before the due date stated in the RFP solicitation. The Proposer must identify any portions of the submittal that are proprietary. The contact person will review the submittals and make provisions for

withholding proprietary documents from public record.

Each member of the Evaluation Panel will receive a packet containing the Qualifications Proposal of each Proposer. The Evaluation Panel will review and score the Qualifications Proposals according to the scoring criteria which follows. The Proposer shall ensure that the required elements of the similar project descriptions and personnel experience are adequately explained in the text with emphasis on how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

### **1.2.33 Evaluation Panel Process**

The Evaluation Panel is subject to the state law and CITY rules and regulations. Florida Statute Section 286-011 (“Government in Sunshine Law”) requires that any meeting (including telephone conversations) between two or more members of a public board or commission, for the purpose of discussing any matter on which foreseeable action may be taken by the board or commission, must be publicly noticed and open to attendance by the general public.

### **1.2.34 Basis of Scoring**

A ranking of Proposers submitting, with higher point totals being desirable, shall be based on weighted scoring criteria for the Proposals as follows:

## **Qualifications Proposal Points (Maximum 300 Points)**

### **Part I - Letter of Transmittal and Company Background**

*No Points*

### **Part II - Qualifications/Experience** (Maximum 150 Points)

- |  |        |
|--|--------|
| A. Proposer’s experience in providing proposed services, including, but not limited to, demonstrating relevant homeless management experience, established relationships Monroe County Homeless Services, COC, and other homeless service providers. | 0 – 50 |
| B. Qualifications and experience of Key Personnel assigned to the Management team.   | 0 – 20 |
| B. Number of shelters that all or some of proposed Management team have worked together.   | 0 – 10 |
| D. Familiarity with local conditions and community involvement. Provide a description of your local community knowledge and relationships that will offer insight on your ability to successfully manage this shelter.                               | 0– 10  |

E. Provide a description of your vision for the Key West Homeless Shelter and how your organization can contribute to the goal of ending Homelessness in Monroe County. 0 - 30

F. Provide a one-page conclusion on why your organization should be selected as Manager for the John Jones Navigation Center. 0 - 20

G. Reference Verification 0 - 10

**Part III - Management Approach** (Maximum 150 Points)

Proposer shall provide a conceptual five (5) year Management plan focusing on the following items. Creativity and Vision shall play a large role in the review scoring.

A. Business approach - Include first year plans to transition homeless from temporary to permanent housing. Research shows intervention to prevent homelessness are more cost effective than addressing issues after someone is already homeless. How will your organization prevent, and remediate members from being homeless? 0 - 50

B. Financial Approach – Present a financial management plan which shall include, business controls, and accounting procedures for the operational management of the John Jones Navigation Center. 0 - 50

C. Facility Approach – Provide a summary of the facility management of the John Jones Navigation Center, including proposed means to maintain the facility. Means of periodic facility review including condition, cleanliness, necessary repairs and possible enhancements to further the goal of maintaining the facility should be incorporated. 0 - 25

D. Provide a copy of Proposer’s most recent financial statement 0 – 25

## **2. Attachments**

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**Attachment A**  
**Proposal Checklist**

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## PROPOSAL CHECKLIST

### 1. \_\_\_\_\_ PROPOSAL

In addition to Proposal, Bidders shall execute and include the following with Package:

- Insurance Requirements – Attachment C
- Local Vendor Certification – Attachment D
- Indemnification Form – Attachment E
- Anti-Kickback Affidavit – Attachment F
- Public Entity Crimes Form – Attachment G
- Non-Collusion Declaration and Compliance - Attachment H
- Cone of Silence Affidavit – Attachment I
- Equal Benefits for Domestic Partners Affidavit – Attachment J
- Vendor Certification Regarding Scrutinized Companies – Attachment K

Failure to include the above forms may result in a determination that the proposal is non-responsive.

**Attachment B**  
**Qualifications Statement**

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## Qualification Statement - General

(Include with Proposal Qualifications in a separate package from and in Sealed Envelope)

1. Legal Name, Address, and Telephone Number:

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2. Check one: Corporation \_\_\_\_\_; Partnership \_\_\_\_\_; Individual \_\_\_\_\_

3. If a Corporation, State:

Date of Incorporation: \_\_\_\_\_

State in which Incorporated: \_\_\_\_\_

Name and Title of Principal Officers

Date of Assuming Position

_____	_____
_____	_____
_____	_____

If an Out-of-State Corporation, currently authorized to do business in Florida, give date of such authorization.

4. If Partnership:

Date of Organization: \_\_\_\_\_

Nature of Partnership (General, Limited, or Association):

Name and Address of Partners:

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5. If an Individual, State – Name and Address of Owner:

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**Attachment C**  
**Insurance Requirements**

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## **ATTACHMENT C - INSURANCE REQUIREMENTS**

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

- 1.01 During the Term of the Agreement, the Proposer shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Proposer's Liability policies with the exception of the Proposer's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Proposer shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Proposer fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Proposer refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement.
- 1.06 The Proposer shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Proposer shall promptly authorize and have delivered such statement to the City.
- 1.07 The Proposer authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Proposer's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Proposer shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Proposer in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Proposer under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Proposer. The Proposer alone shall be responsible for the sufficiency of its own insurance program. Should the Proposer have any question concerning its exposures

to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

- 1.12 During the Term of this Agreement, the City and its agents and Proposers may continue to engage in necessary business activities during the operations of the Proposer. No personal property owned by City used in connection with these business activities shall be considered by the Proposer's insurance company as being in the care, custody, or control of the Proposer.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Proposer shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Proposer.
- 1.17 If the Proposer utilizes Contractors or Sub-Contractors to perform any operations or activities governed by this Agreement, the Proposer will ensure all Contractors and Sub-Contractors to maintain the same types and amounts of insurance required of the Proposer. In addition, the Proposer will ensure that the Contractors and Sub-Contractors insurances comply with all of the Insurance Requirements specified for the Proposer contained within this Agreement. The Proposer shall obtain Certificates of Insurance comparable to those required of the Proposer from all Contractors and Sub-Contractors. Such Certificates of Insurances shall be presented to the City upon request. Proposer's obligation to ensure that all Contractors and Sub-Contractor's insurance as provided herein shall not exculpate Proposer from the direct primary responsibility Proposer has to the City hereunder. The City will look directly to Proposer for any such liability hereunder and shall not be obligated to seek recovery from any Contractor or Subcontractor or under such Contractor's or Sub-Contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Proposer unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

**Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

If the Proposer has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Proposer will be required to issue a formal letter (on the Proposer's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*.

**Commercial General Liability Insurance** shall be maintained by the Proposer on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$2,000,000.00 Combined Single Limit each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by the Proposer for a period of not less than four (4) years following expiration or termination of this Agreement.

Such coverage shall not contain a Sexual Abuse/Molestation exclusion/limitation.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

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**Business Automobile Liability Insurance** shall be maintained by the Proposer as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
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If the Proposer does not own any vehicles, this requirement can be satisfied by having the Proposer's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

**Professional Liability Insurance** shall be maintained by the Proposer which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Proposer arising out of activities governed by this Agreement. The minimum acceptable limits of liability shall be \$1,000,000 per Occurrence and \$2,000,000 Annual Aggregate. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.



**Attachment D**  
**Local Vendor Certification Pursuant to City of Key West Ordinance**  
**09-22**  
**Section 2-798**

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LOCAL VENDOR CERTIFICATION PURSUANT TO CITY OF KEY WEST 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 (1) 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; and
- 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

NOTARY

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.

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

Print, Type or Stamp Name of Notary  
Title or Rank

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

**Attachment E**  
**Indemnification Form**

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CITY OF KEY WEST INDEMNIFICATION FORM

CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, City's Consultant, agents, servants and employees, including volunteers, from and against any and all claims, debts, 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 PROPOSER, 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 its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The PROPOSER 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. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, PROPOSER shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate PROPOSER to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West'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 of Key West whether performed by PROPOSER, or persons employed or utilized by PROPOSER.

The PROPOSER's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the PROPOSER's limit of or lack of sufficient insurance protection.

COMPANY SEAL

PROPOSER: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

NOTARY FOR THE PROPOSER

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.

\_\_\_\_\_

Signature of Notary

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

\_\_\_\_\_

Print, Type or Stamp Name of Notary

\_\_\_\_\_

Title or Rank

**Attachment F**  
**Anti-Kickback Affidavit**

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ANTI-KICKBACKAFFIDAVIT

STATE OF FLORIDA     )  
                                      : SS  
COUNTY OF MONROE    )

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

BY: \_\_\_\_\_

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

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

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



**Attachment G**  
**Public Entity Crimes Form**

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

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

1. This sworn statement is submitted with RFP, Bid 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 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, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(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 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 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.
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 \_\_\_\_\_

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

My commission expires:

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

**Attachment H**  
**Non-Collusion Declaration and Compliance**

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NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29

ITEM/SEGMENT NO.: \_\_\_\_\_  
F.A.P. NO.: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_  
BID LETTING OF: \_\_\_\_\_, \_\_\_\_\_

I, \_\_\_\_\_, hereby  
declare that I am \_\_\_\_\_ of \_\_\_\_\_  
Of \_\_\_\_\_  
(NAME) (TITLE) (FIRM)  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or

other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

PROPOSER: \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
NAME AND TITLE PRINTED

BY: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
SIGNATURE

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT  
IN THE BID BEING DECLARED NONRESPONSIVE**



**Attachment I**  
**Cone of Silence Affidavit**

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**CONE OF SILENCE AFFIDAVIT**

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

: SS

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

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of \_\_\_\_\_ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

\_\_\_\_\_  
(signature)

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

Sworn and subscribed before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2018.

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

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

**Attachment J**  
**Equal Benefits for Domestic Partners**

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**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

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

: SS

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

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

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

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

**Attachment K**  
**Vendor Certification Regarding**  
**Scrutinized Companies List**

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**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name:  _____
Vendor FEIN: _____ - _____
Vendor's Authorized Representative Name and Title:  _____
Address:  _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____
_____

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

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

Certified By: _____, <div style="display: flex; justify-content: space-around; width: 100%;"><span><i>Print Name</i></span><span><i>Print Title</i></span></div>
who is authorized to sign on behalf of the above referenced company.
Authorized Signature: _____.



TRAILER

ONE STORY BUILDING

TEMPORARY KOTS FENCED AREA

ONE STORY BUILDING

ADA WALKWAY

SCOOTER / BIKE PARKING

CAR PARKING

EXISTING BUILDING

EXISTING BUILDING

LANDSCAPE BUFFER (OUTSIDE THE FENCE)

CHAIN LINK FENCE

LANDSCAPE BUFFER (OUTSIDE THE FENCE)

ELECTRIC SERVICE PANEL

PROANE TANKS

PROANE TANKS

MASONRY WALL

8\" PIPE

8\" PIPE

METAL STAIRS

TANK

TANK

TANK

TANK

CONC.

CONC.

CONC.

CONC.

DISC (ELEGIBLE) EL=3.86 (NGVD 1929)

52.0

20.9

8.4

11.9

3.79

3.88

3.70

POOL EQUIPMENT

POOL

PAVER BRICK

EDGE OF MANGROVE

PLASTIC FENCE CHAIN LINK FENCE

8\" CONC. CURB

4.80

4.91

5.04

5.11