



City of Key West
Request for Proposals
Historic Building Rehabilitation
Lease and Adaptive Use
402 Wall Street, Key West, Florida 33040
RFP No. 25-006

NOTICE: Pursuant to Sec. 2-769 of the City's Code of Ordinance, sealed proposals for consideration to provide the services detailed in the scope of services listed below, shall be received until 3:00 P.M. on May 5, 2025. The submittals shall be clearly marked "RFP No. 25-006 – Historic Building Rehabilitation Lease and Adaptive Use, 402 Wall Street, Key West, Florida 33040".

All submittals shall be publicly opened and recorded on May 5, 2025, at 3:00 P.M.** Late submittals shall not be accepted or considered.

Please submit one (1) original 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 Proposals for RFP No. 25-006 Historic Building Rehabilitation Lease and Adaptive Use, 402 Wall Street, Key West, Florida 33040" addressed and delivered to the City Clerk at the address noted above.

Solicitations may be found via the City of Key West website (www.cityofkeywest-fl.gov) under Finance and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Key West reserves the right to accept any bid deemed to be in the best interest of the City or to waive any irregularity in any submittal. The City may reject any or all bids and re-advertise.

Hayes Robertson Group
310 Duval Street
Key West, Florida 33040

May 10, 2025
City of Key West- City Clerk
1300 White Street
Key West Florida, 33040
Request number: RFP No. 25-006
Title: Historic Building Rehabilitation Lease and Adaptive Use,
402 Wall Street, Key West, Florida 33040

Dear Ms. O'Brien

Hayes Robertson Group Inc. has had offices in Key West Florida for nearly 25 years. Over this period Hayes Robertson Group has primarily developed and then operated restaurants and retail stores in Key West. Joseph Walsh, the company's president will be the project lead. (Contact info 305-731-9972, Joe@tropicalsoup.com) Hayes Robertson Group is prepared, willing, and able to perform all of the duties and responsibilities identified in both the RFP, and Hayes Robertson Group Inc's response to that RFP.

Hayes Robertson Group Inc, (the proposer) agrees with the historic analysis produced in the RFP and offers to rehabilitate and then lease the historic structure. The Chamber of Commerce 1962 renovation of the doors at Wall Street (see picture), has by definition, achieved historic significance. There has long been an artificial separation from the attached/adjacent shell warehouse. The former Chamber of Commerce/Island Welcome Center/402 Wall Street portion of the building is one story rectangular with exterior load bearing masonry walls consisting of limestone finished with a cementitious parge coat. The parge coat is cracking and failing exposing sections of limestone and will be repaired by proposer. The interior air handlers will be suspended, and new exposed fabric ductwork would be installed. The proposer plans to remove the interior acoustic drop ceiling exposing the roofing timbers. The proposer will rehabilitate the terrazzo flooring where possible and replace with new differentiated cementitious material where necessary. The plumbing appears to have been damaged by the invasive roots of the fig tree between 402 Wall Street and the cistern/public restrooms. Proposer plans to repair and/or re-trench plumbing lines if necessary. The balance of the construction and design scope of work is- installing new interior and exterior lighting, moving the AC condensers, installing new doors, paint, and awnings, and then reconfiguring the landscape areas to facilitate retail sales.

Hayes Robertson Group has engaged or consulted with professionals in the architectural, planning, engineering, historic preservation, retail, and construction fields. These companies would be paid by the proposer and effectively work as subcontractors for the rehabilitation and adaptive re-use of 402 Wall Street. T.S. Neal Architects, Seth Neal (305) 340-8857 Sethneal@tsnarchitects.com/ Perez Engineering & Development, Inc Allen Perez (305) 293-9440 aperez@perezeng.com/ Trepanier and Associates Owen Trepanier (305) 293-8983 Office@OwenTrepanier.com / Key West Construction John Paul Castro (305) 896-4244 jcastro@keywestcontractor.com>/ Body Art of Key West, Sal Unuvar (305) 923-9804/VDF Law Van Fisher (305) 849-3893 Van@VDF-Law.com/ KeyStar Construction Chas Spottswood (305) 517-6270 Chas@keystarconstruction.com

Regards,



Joseph Walsh
President Hayes Robertson Group Inc
305-731-9972

Tab 2. Conceptual Plan/Design

There are no proposed changes to the historic fabric of the structure. The shape of the front awning will likely be changed to reflect the historic horizontal lines of the Chamber of Commerce at the Wall Street elevation.

The proposal is to repair the existing parge coat and limestone walls as necessary. There is significant damage evident at the front elevation. Repaint all interior and exterior. Repair sewer lines, install new plumbing fixtures and partitions. Remove drop ceiling and attic and secure air handlers. Replace ductwork. Replace interior and exterior lighting. Replace doors. Install new awnings. Move AC condensing units. New landscaping. The proposed scope of work includes no modifications to historic fabric other than rehabilitate the exterior finish and to expose as much as possible the interior timber roof supports.

The proposer agrees with the portion of the Mallory Square master plan that includes improvements in way-finding and archways to emphasize the building's location along one of the main access and circulation corridors into Mallory Square. The design incorporates exterior retail sales to generate additional activity and to encourage pedestrians to travel West into Mallory Square along Tift's Alley, rather than stopping at Wall Street. The proposed method is via retail carts, as extensively used by adjacent businesses.

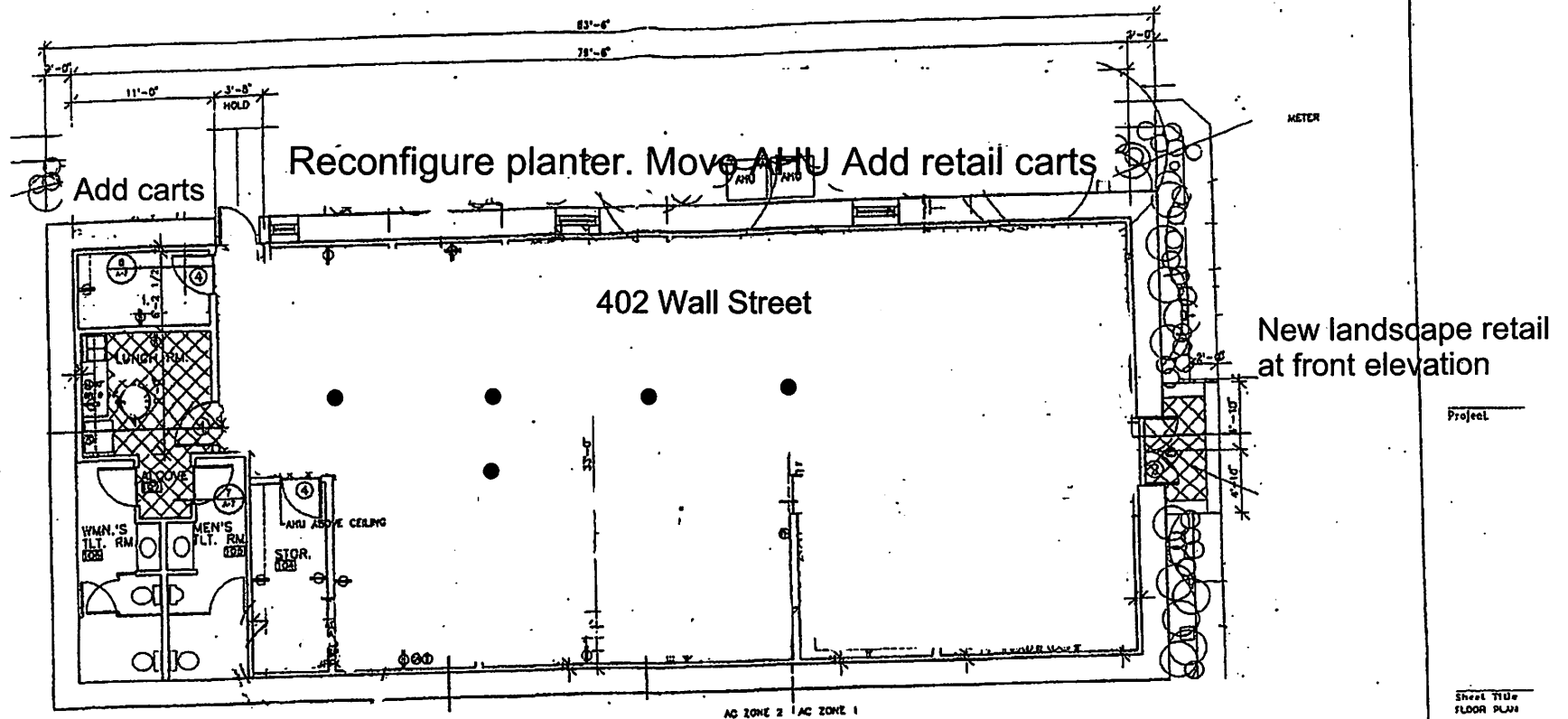
The structure will be returned to a more utilitarian industrial look inside, with repairs where possible to the terrazzo floors.

The proposer will operate a retail store specializing in locally produced and locally famous products. A principal of Hayes Robertson Group is a member of the CPS, and expects to sell products made by some of those local artists. The store will also sell an assortment of Key Lime products. The store will sell candles produced at Waterfront Brewery. Extending the wide variety of interest generating retail offerings out of the Mallory Square Market area and towards the waterfront Mallory Square is desirable to revitalize the area.

Several iterations of the Mallory Square master plan propose various methods of generating additional traffic along the side of the 402 Wall Street building. A vibrant retail operation will help develop this traffic.

402 Wall Street RFP #25-006 Hayes Robertson Group Inc

| Issue | Challenge | Purpose | proposal | detail |
|--|--|---|--|---|
| Proposed use is not permitted | HPS zoning prohibits Proposer's use- or any retail or food-service use | Many uses in the HPS district at Mallory Square are non-conforming | Amend the zoning code or HPS LDR uses text | Already planned and required for most commercial uses |
| If proposed Key Lime retail uses are permitted | The building exterior is 35'x84'. The walls are 19" thick. It is expected that the bathroom and storage areas would be retained, approximately as configured. Occupancy classification expected to be "M" mercantile 309.1 table 1004.1.2. | Sasaki proposed uses and consistency across existing uses. Gross inside area 2940 square feet. Approximate lease area inside 2592 square feet | Occupancy Interior 45 Need to modify parking waiver zone requirements | Some plans call for a reduction in parking. A change from the prior use of concierge service at the Island Welcome center |
| Proposer requests 6' exterior along the Tift's Alley extension into Mallory Square for vending carts total 200 square feet | This business plan design request conflicts with Sec 102-282. Neighboring tenant currently has twenty-two vending carts | Create additional visual interest and commercial movement into Mallory Square. Generate additional revenue. Consistency across tenants. | Permit consistency across tenants and acknowledge non-conformity | A change from the prior use of concierge service at the Island Welcome center |
| Lot Coverage, Impervious Surface, and setbacks | The HPS zoning district has a maximum FAR of .8, lot coverage of 30% and impervious surface of 50%. None are in compliance. | Allows a use. The building predates the code. | Acknowledge existing non-conformity and permit a use waive inconsistencies | Modify the Real estate parcel 402 Wall Street to make it part of Mallory Square |
| No Substantial Improvement | Proposer believes that its approximately \$370,000 construction budget does not constitute a "substantial improvement" under the City's LDRs | | | |
| | | | | |



1 FLOOR PLAN
1/8" = 1'-0"

| LEGEND | | | | |
|-----------------------|--|--|--|--|
| Add carts at East | | | | |
| Remove drop ceiling | | | | |
| New doors and awnings | | | | |

GENERAL NOTES

Repair terrazo cementitious flooring
Repair exterior parge coating

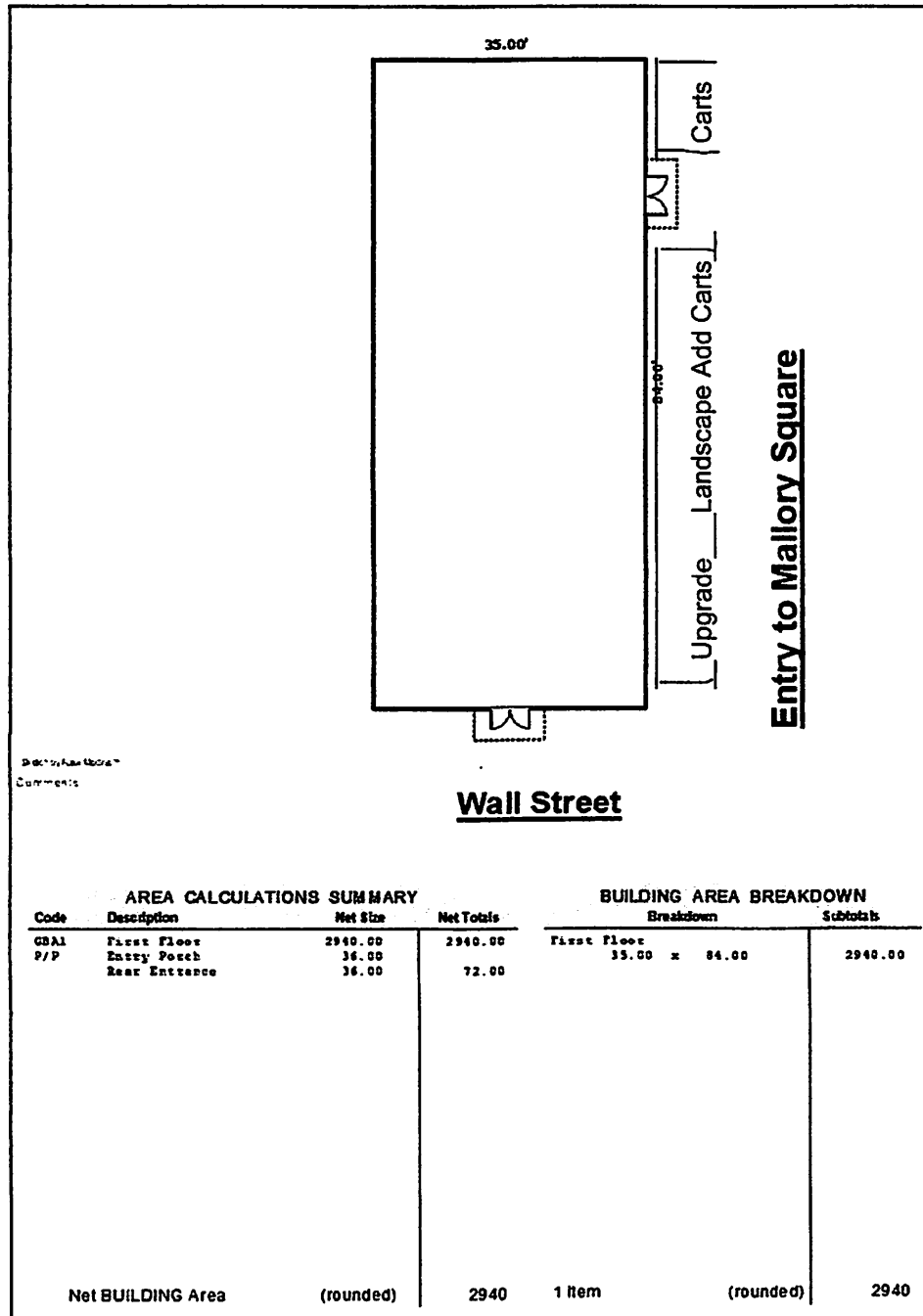
Project

Sheet Title
FLOOR PLAN

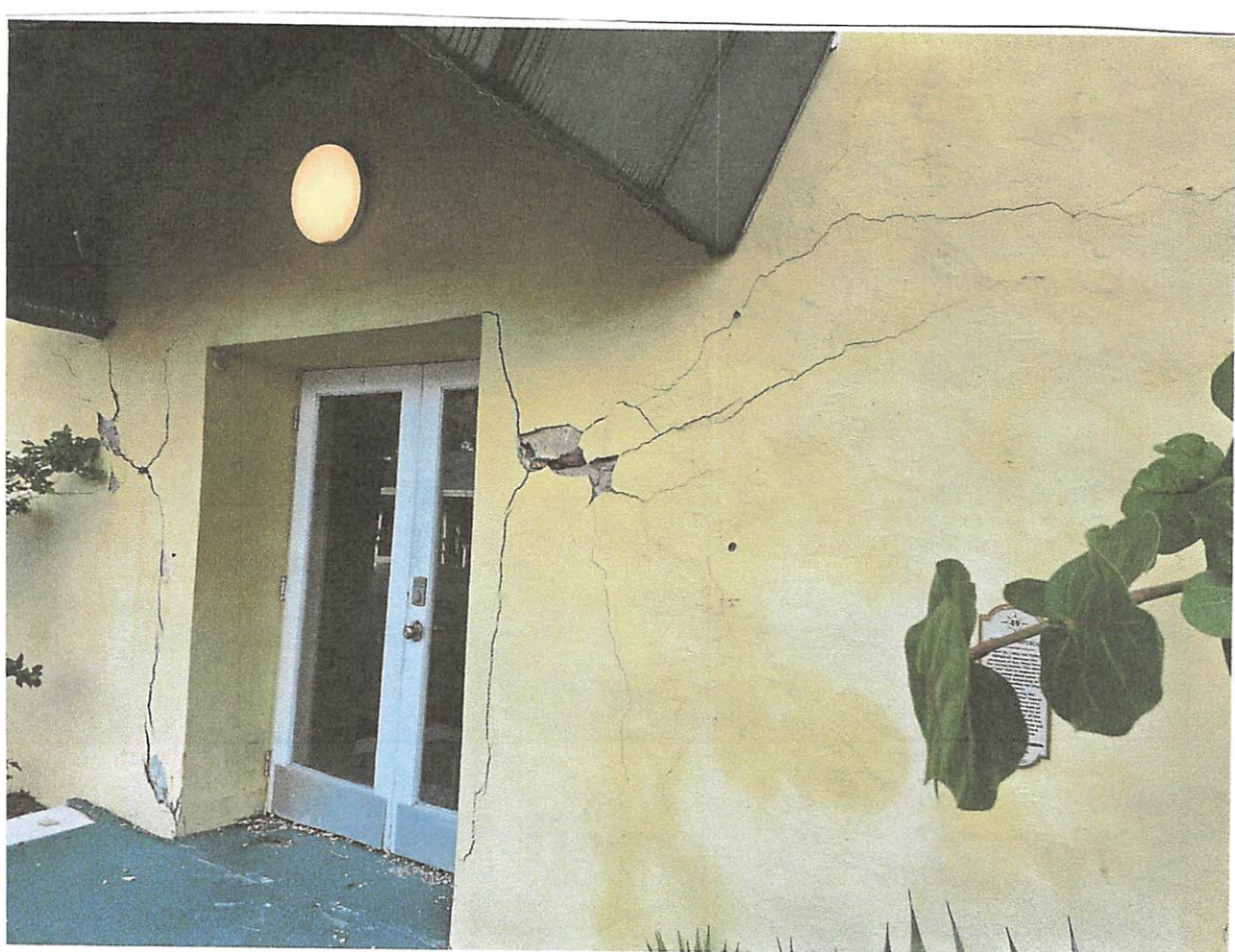
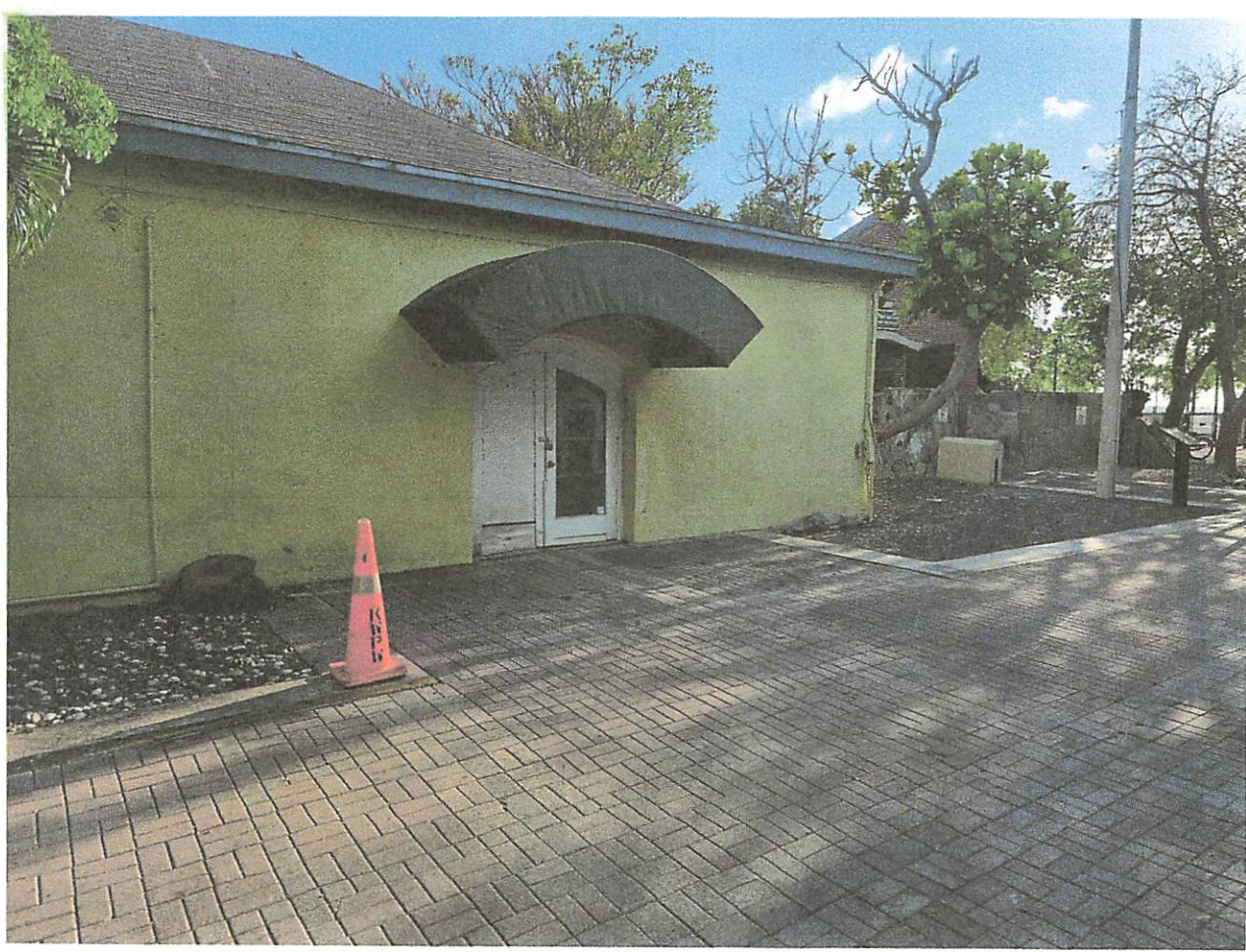
Sheet Number

A-1

BUILDING SKETCH



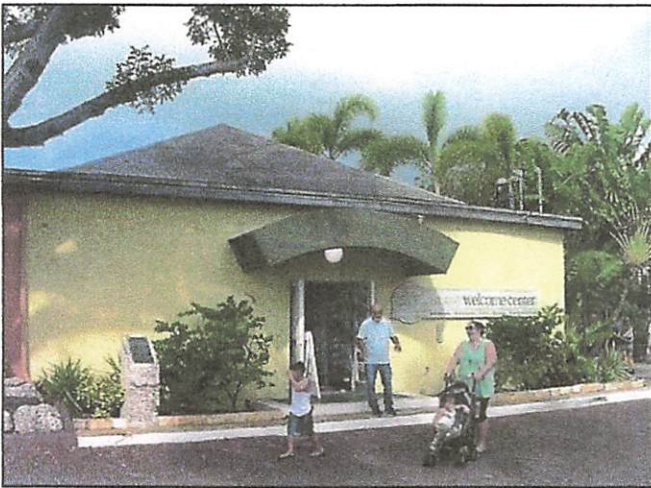






SUBJECT PROPERTY

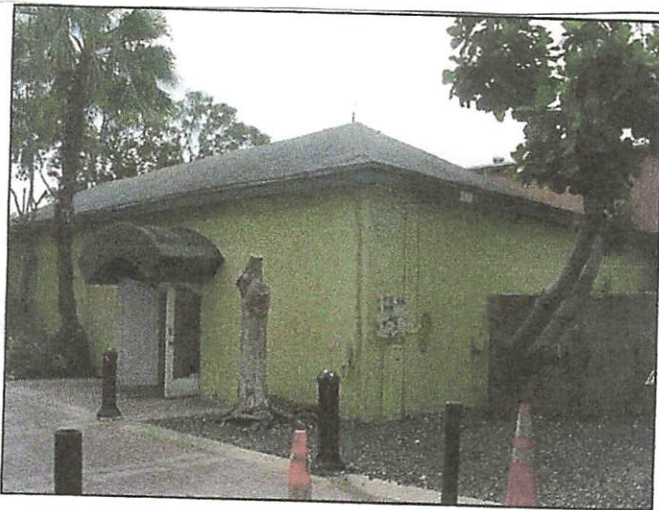
SUBJECT PROPERTY



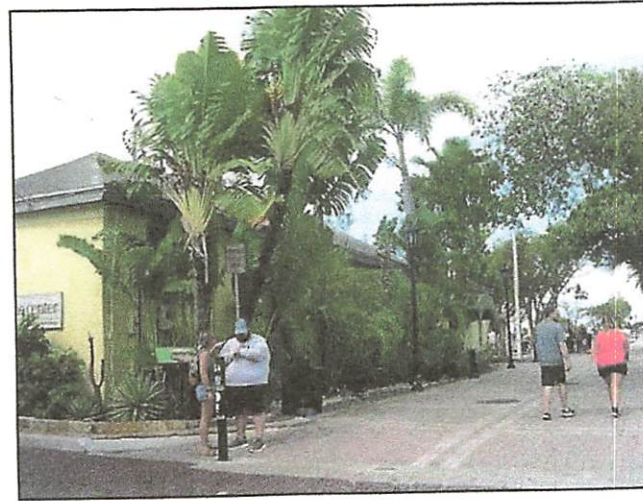
Front View of Subject Property from Wall Street
February 2020



Street View of Wall Street Looking Easterly

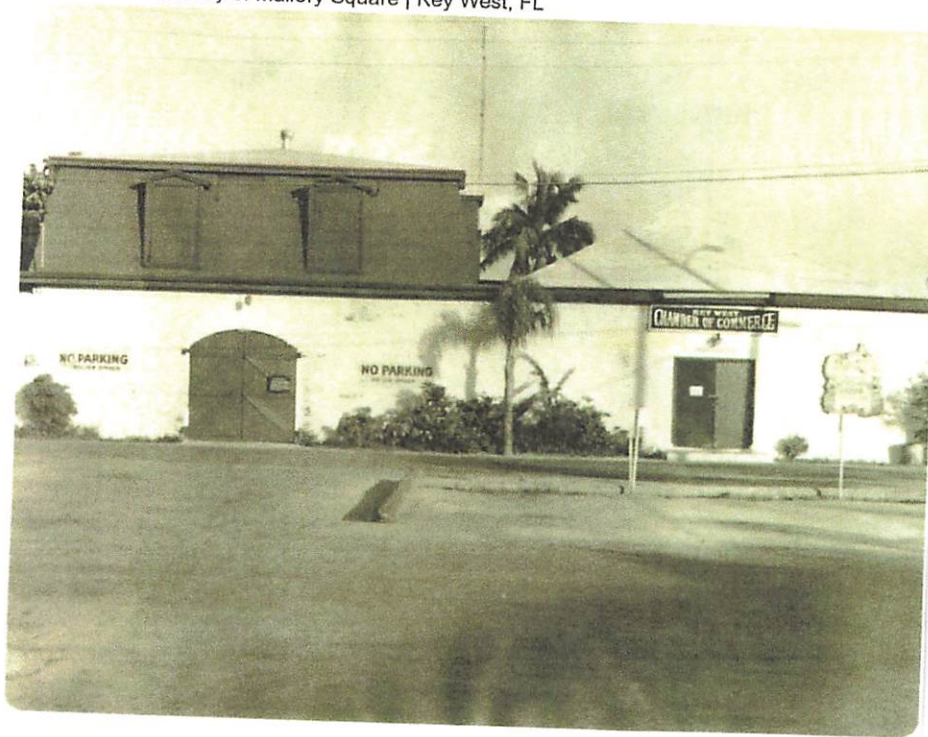


Rear View of Subject Property from Entrance to Mallory Square

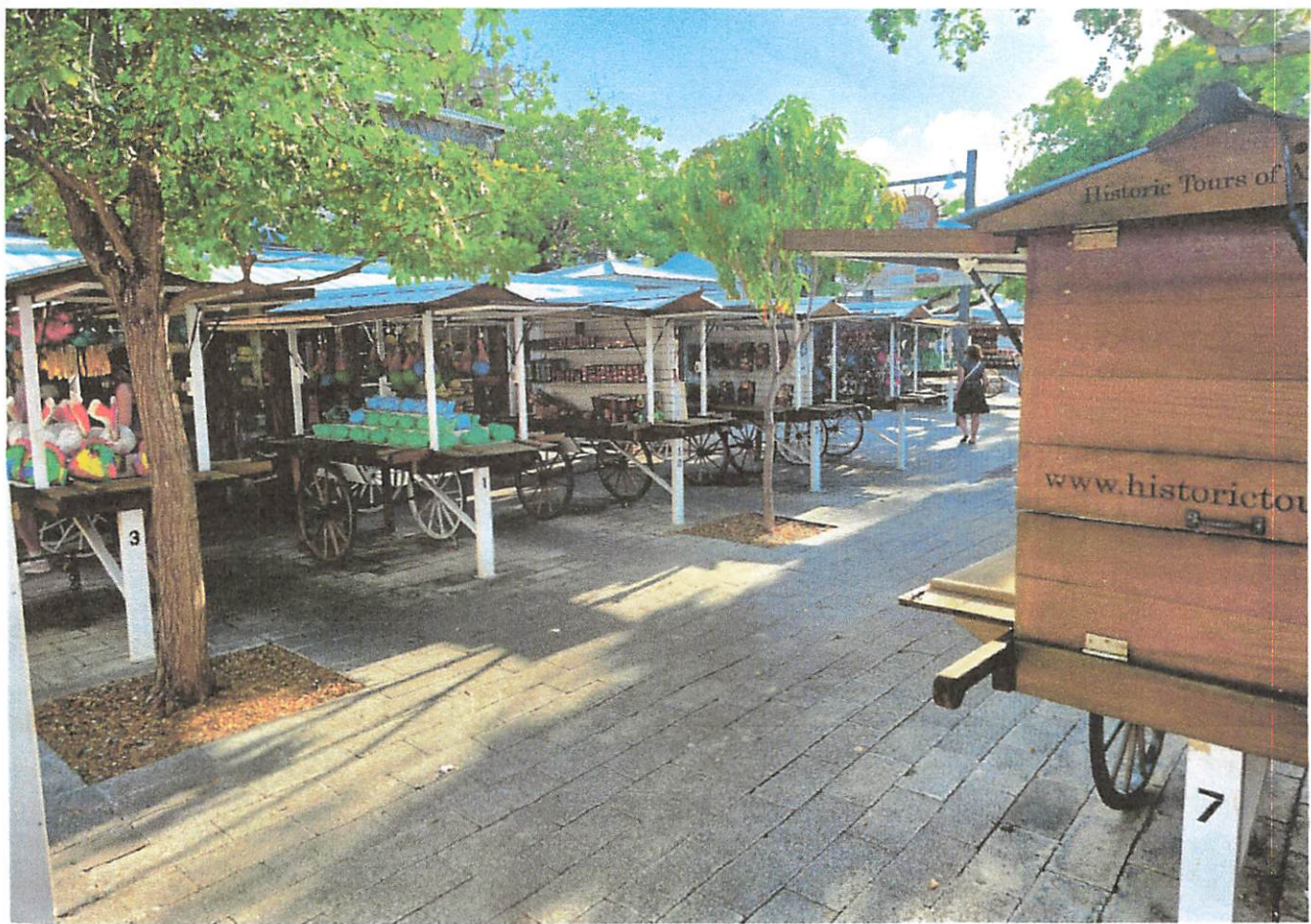


Street View of Entrance to Mallory Square Looking North

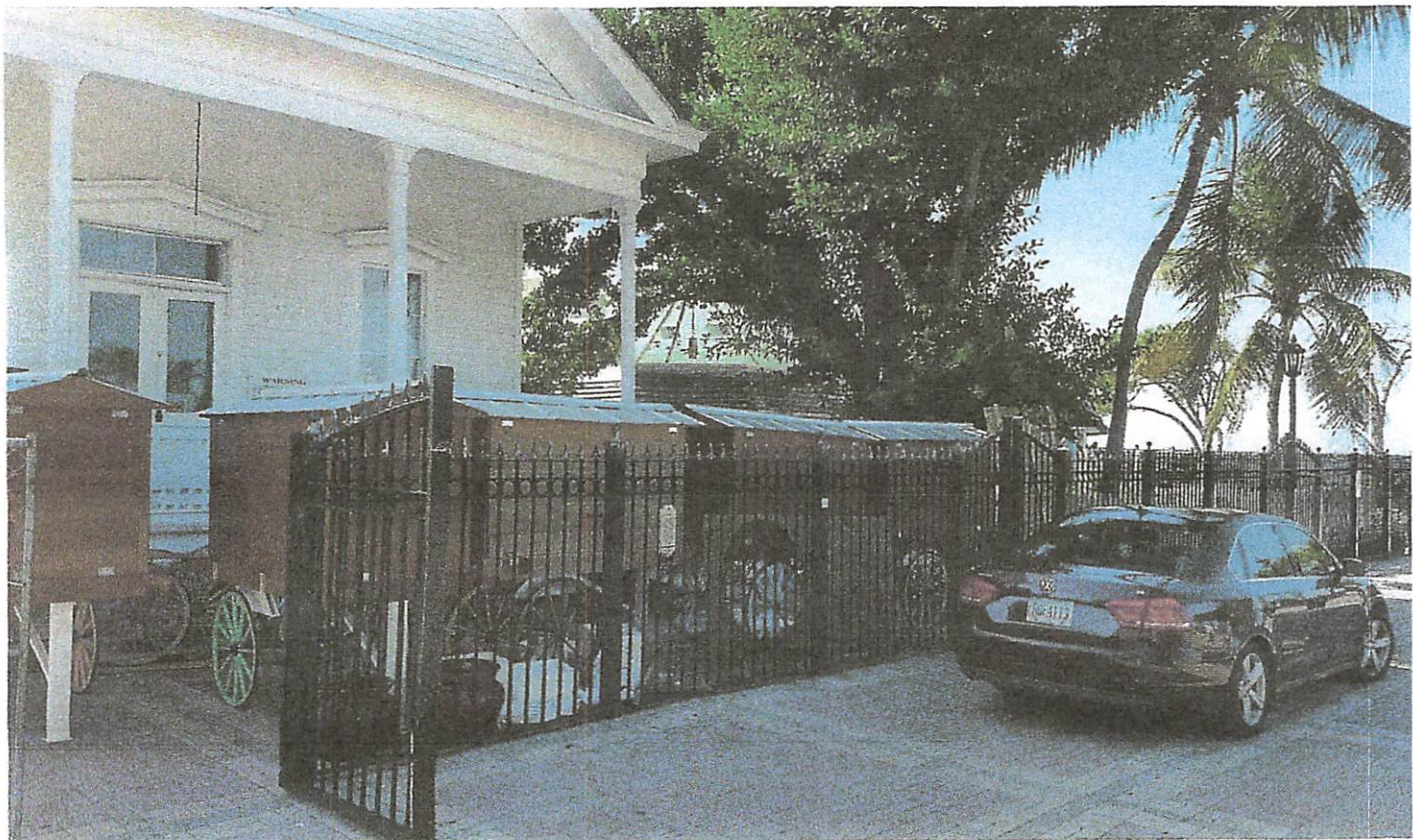




Sponge Market and Old Key West Chamber of Commerce



Mallory Square Market MAY 2025



Tab 3. Development Team Information

Organization Form, Team Members, Personnel:

- *Provide a complete identification of the developer and all associated team members (participating firms), the specific legal entity description and the jurisdictions under which the developer is organized, the principal representatives of each participating firm, evidence of management continuity within each major participating firm, and identification of the individual(s) authorized to negotiate and bind the developer are required.*
- *The development team information must include adequate information to permit a preliminary assessment of the Proposer's current organizational strength and capacity to successfully undertake the project for each member of the development team;*
- *Relevant Experience:*
- *Proposals shall describe the relevant experience of each participating firm in the planning, redevelopment, historic rehabilitation, financing and management of similar projects. Include evidence that the developer is financially solvent / stable and has a track record of securing financing of a similar magnitude and complexity.*
- *Proposals shall also include a minimum of three (3) references who may be contacted regarding each participating firm's role and performance in connection with similar projects, along with the express written permission to contact these references. References shall include name, affiliation, address and telephone number.*

Hayes Robertson Group Inc. is currently one of the largest employers in the city of Key West. It has sufficient staffing to deliver this redevelopment project. Its president of 25 years Joseph Walsh, will be managing the project. Walsh is authorized to negotiate for and bind the developer

HRG has developed an expert team to successfully deliver on its plan ensuring a timely execution of all aspects of the project. Most of the firms constituting the rest of the development team have offices in Key West, and have worked on hundreds of Keys projects.

Trepanier and Associates, VDF Law, Perez Engineering all worked with Walsh or HRG on the adaptive re-use of the city owned waterfront grocery store at 201 William Street, and at the ongoing work at the historic Porter House.

Architect:

T. S. Neal Architects, Inc. is a full-service architecture design firm specializing in residential renovations, new constructions, and commercial projects. They operate primarily in the Florida Keys, serving clients from Key West to Key Largo and beyond. The company is committed to initiating new design and renovation projects with their clients. Seth Neal, Evan Amato, Joe Scarpelli 22974 Overseas Hwy, Cudjoe Key, FL 33042 · (305) 340-8857

Engineer:

Perez Engineering & Development, Inc., is a professional engineering consulting firm. We have provided professional services in the public, industrial, military, and private sectors for more than twenty (20) years. Based in Key West, Florida, our staff has a proven record in successfully managing and completing complex multi-discipline projects throughout the State of Florida and the Caribbean.

We have successfully managed and completed various types of multi-discipline contracts including continuing services contracts for municipal and state government, federal government and private

industry. Our performance on past and current contracts confirms our ability to meet both schedule and budget requirements with a strong emphasis on quality. Allen Perez

Government & Institutional Experience

- Key West City Hall
- Key West Fire Station No. 2
- Gerald Adams Elementary School
- Plantation Key School
- Stanley Switlik School
- Marathon High Athletic Complex
- Horace O' Bryant School
- FKCC Marine Technology Building
- Bernstein Park
- Stock Island Fire Station
- Big Pine Key Fire Station
- Key Largo Fire Station
- Monroe County Public Works Facility
- Monroe County Courthouse, Marathon
- Higgs Beach Master Plan
- Monroe County Schools Transportation Facility
- Monroe County Mosquito Control District Office Building
- Marathon Fire Station
- Village Islamorada Fire Station
- Conch Key Fire Station
- Truman Waterfront Redevelopment
- NAVFAC Key West

Land Planner

Trepanier and Associates, we assist our clients in meeting their land use and development goals. We navigate the complex and difficult land development regulations and political intricacies in order to ensure our clients needs are met. We stay up-to-date on the latest projects developments, paying attention to the minutia so our clients don't have to.

We analyze project goals and identify the processes required to achieve success. We fully represent projects or may act as research assistants. Owen Trepanier.

Trepanier and associate works on land planning and zoning issues including Waterfront Marinas and Resorts, Government work, comprehensive planning, workforce housing development, and all forms of commercial development. They work with government staff, architects, designers and developers to secure site plan approvals, development plan approvals, and Historic architectural reviews

Legal

VDF Law is the law firm of Van D. Fischer, a litigation practitioner focused on matters involving land use, zoning, code compliance defense, and general litigation for individuals and businesses. Mr. Fischer represents individual and business clients in Key West and throughout the Florida Keys. Van Fischer has a long history working with local, state and federal agencies starting in the early 1990's working for the Florida Department of Community Affairs. Later, he worked for the U.S. Fish and Wildlife Service and was instrumental in drafting the comprehensive management plans for the four National Wildlife Refuges in the Florida Keys. This prior work experience has given this Key West Lawyer a unique and detailed knowledge of how the Florida Keys regulatory and litigation system works. He is a graduate of the Charleston School of Law and has a graduate degree in environmental management from Duke University. Attorney Fischer started VDF Law in 2015.

Construction:

Key West Construction/John Paul Castro

John Paul is a third generation builder and owner of Key West Construction, LLC. He started in construction with his father and earned his business economics degree from the University of Tampa. He was the Key West Bight manager of operations and construction and director of Key West's utilities department. He opened his business in 2021.

Tab 4. Management Team

Describe the proposed management team that will be responsible for managing day-to-day activities of 402 Wall Street (Ship's Chandlery) once redeveloped. List all principals, firm background, and experience and provide examples of comparable projects that have been undertaken. Proposer's should include current resumes for all members of the management team.

Joseph Walsh- owned and operated the Monkey Store on Duval Street from 2006 to present.

Owns and operates the retail store at 201 William Street adjacent to the Waterfront brewery. Walsh has already leased and managed the Island Welcome Center at 402 Wall Street under much more challenging circumstances from 2010 until its lease was not renewed in April 2020.

The experience of operating and managing a concierge service with ticket sales and as a member of the CPS having retail as an accessory use, was a similar experience to the one proposed. Having the City prepared to address the zoning challenge, that it refused to respond to five years ago will make the business even more successful this time.

Walsh as the owner of Tropical Soup Corporation was the successful bidder when the City of Key West last put 402 Wall Street out for bid. It had offices at the facility, complying with limited zoning options for a business in the HPS. The surrounding businesses all continued retail operations with their existing non-conforming uses. Tropical Soup's planning team proposed text amendments to address the zoning. The city did not take up the proposals. In an effort to expand Mallory Square use, the city changed the CPS Mallory Square use license to allow it to operate at the square throughout the day, when cruise ships were in port. Tropical Soup Corporation, then a member of the CPS, added limited hours, retail sales to its business. Even with these limitations it paid its rent as required under its lease. The initial ten year lease term was set to expire in April 2020. In March 2020 the City of Key West ordered Mallory Square closed to the public. Tropical Soup Corporation hired Jim Wilson with the Appraisal Company of Key West to appraise the value of the leasehold with the existing HPS zoning. Mr. Wilson determined that the value was \$73,500 per year. The existing Tropical Soup lease was higher. Tropical Soup offered to renew the lease under the lower number. The city, in the midst of the worst of the Covid crisis, refused and demanded that the original lease continue on a month to month basis. Tropical Soup declined, and the lease term ended. The building has sat vacant and neglected for the past five years.

Suleyman Unuvar has owned and operated retail businesses along lower Duval Street and Front Street since 2002. He currently owns and operates Porter Village under the Body Art of Key West corporate entity.

He handled all facets of the business including government compliance, hiring and staffing, attending trade shows and ordering product as well as day to day management.

Mr. Unuvar's experience as the manager at 402 Wall Street and the owner and operator of retail businesses at 501 Front Street, 305 Duval Street, and 310 Duval Street, have prepared him to be the best candidate for day to day management at 402 Wall Street.

TAB 5

Tab 5. Project Management Plan

A description of the project management plan addressing the issues set forth below is required. -
Technical services to be provided by the developer and each member of the development team; -
Organization of the development team, responsibilities for project management, specific experience of each team member.

Joseph Walsh will serve as the lead project manager. He has worked with all of the design, development, and creative professionals on the team before. The subject matter experts will handle their specific areas, but all of them have previously handled complicated and difficult developments before.

All of the team is local to the Keys and is very familiar with the project.

Overall Project, operations and financial issues, overall project management - Joseph Walsh Hayes
Robertson Group Inc

Design, architecture, historic preservation- Seth Neal T.S. Neal Architects

Planning, zoning, Land use, - Owen Trepanier, Trepanier and Associates

Legal- Van Fisher VDF-Law

Engineering- Allen Perez, Perez engineering

Construction- John Paul Castro Key West Construction

Tab 6. Development Costs

An estimate of total costs for redevelopment shall be submitted in sufficient detail to permit evaluation. Development costs shall identify major line items, including but not limited to:

- *Architectural, engineering, interior design and other third-party soft costs.*
- *Project overhead and management.*
- *Total rehabilitation costs broken down into:*
 - *Initial rehabilitation costs*
 - *Interior build out costs by tenant / use*
 - *Financing fees and construction loan costs, as applicable; -*
 - *Development fees.*

Attached is the development cost proforma.

It is expected that the rehabilitation and the interior tenant build-out will be conducted in a single phase.

The doors, and the plumbing line items have considerable overlap between the new tenant build-out component and the rehabilitation cost.

Construction management costs are incorporated into the construction line items

There will be no development fees.

There will be no financing fees or construction loans

Hayes Robertson Group

RFP #25-006

Cost Pro Forma

Island Welcome

402 Wall Street

Amount

%

supplemental info

Development Costs

Exterior parge and limestone

\$ 80,000

Remove drop ceiling

19,000

Plumbing

60,000

root intrusion

HVAC ducting

9,500

exposed

flooring

80,000

terrazo/concrete

lighting

10,000

awnings

12,000

sitework and new landscape

40,000

paint

15,000

Toilet partitions fixtures

24,000

Doors

20,000

use historic pics

Construction

\$ 369,500

Total Constructon \$

\$ 369,500

Hard Cost Contingency

\$ 12,933 3.50%

General Development

FFE

\$ 50,000.00

Accounting Fees

\$ 1,000.00

Architect Fee - Design

\$ 10,000.00

Architect Landscape

\$ 5,000.00

Engineering Fees

\$ 5,000.00

Planners

\$ 5,000.00

Engineering Fees

\$ 5,000.00

Environmental Report

\$ -

Impact Fees

\$ -

Inspection Fees

\$ 1,000.00

Insurance

\$ 3,000.00

Legal Fees

\$ 3,000.00

excluding litigation

Marketing/Advertising

\$ 500.00

Property Taxes

\$ -

at lease commence

Soil Test Report

\$ -

Survey

\$ -

Utility Fees

\$ 2,500.00

Total General Develop

\$ 91,000

Key West Construction, LLC.
11 Amaryllis Dr., Key West, FL 33040
Phone 305-896-4244
CBC1264622



Letter of Commitment: RFP 25-006

As part of the Hayes Robertson Group, Inc. team responding to City of Key West RFP 25-006 for the Adaptive Re-Use of 402 Wall Street, Key West Construction, LLC. is committed, qualified, and will be available to complete all construction tasks within the scope of work included in the proposed project(s).

John P. Castro
President
Key West Construction, LLC.

May 5, 2025

Date

Tab 7. Financial Plan

Provide an in-depth Financial Plan detailing the sources of capital, terms, and describing the financial resources of the development team and financial capacity to complete the project. The Financial Plan must outline the prospective financing and contain:

- a. Sources and Uses section. These shall include but not be limited to equity investment, senior term debt, subordinated debt, tax credits, and grant funds from Federal, State, local, or private sources.*
- b. The Financial Plan must identify the specific investment to be made by the developer, as well as any credit enhancements or additional security.*
- c. The Financial Plan must also present a budget for the ongoing maintenance and management of the rehabilitated Hospitality House.*
- d. The submission should include proposed terms and conditions of a sale and ground lease. For the ground lease, include minimum annual rents, any contingent rent, and any requested special consideration or conditions. Discuss, at a general level, Respondent's proposed ground lease terms for the project envisioned.*
- e. At a conceptual level, propose a financial structure for the rehabilitation and adaptive reuse of 402 Wall Street*
- f. Provide an overall (total) development budget, including all hard and soft costs from preconstruction through occupancy. Explain the basis for the cost estimates.*
- g. The submission should include a disclosure of competitive projects that the developer is involved in, as well as any previous or ongoing bankruptcy or litigation. Proposers should provide a list of banking references for previous projects that are similar in nature.*

Hayes Robertson Group Inc will write checks from its bank or brokerage accounts to fund all expenditures contemplated under this RFP. All of the funds will be equity, made by the developer.

The operating proforma provides for annual maintenance costs of \$35,000. After the initial investments to repair the structure, it is expected that this should be adequate to maintain the property going forward.

Financial cost projections for rehabilitation and adaptive re-use are attached.

Hayes Robertson Group Inc proposes a ground lease of 3655 square feet including all of the building known as the ship chandlery at 402 Wall Street and 672 square feet of porch and perimeter exterior space along the Tift's Alley extension into Mallory Square. Hayes Robertson Group proposes a lease of ten years to commence when the construction is finished with a first year guaranteed rent of \$91,368. Hayes Robertson Group further proposes to pay the greater of the base rent or percentage rent of 12.5% of sales. As the percentage rent is higher than any of the City's other tenants, the City participates if the business and Mallory Square are successful. As a minimal level of security, if the Mallory square revitalization plan is not successful, the base rent would remain fixed for the initial lease term. There are several land use items that must be addressed for proposer to operate its business.

Attached please find bank and brokerage statements showing availability of funds.

The proposer banks with Truist-Dale Bittner- (305) 292-3842, and First Horizon- Levi Pattison (305)294-6330,

Mallory Square**Hayes Robertson Group Inc**

Proforma run 5/10/2025

RFP#25-006

| FORECAST SUMMARY | YEAR 1 |
|-------------------------------|------------|
| SALES | \$ 979,200 |
| PURCHASES | \$ 391,680 |
| GROSS PROFIT | \$ 587,520 |
| | |
| PAYROLL & BENEFITS | \$ 223,841 |
| DIRECT OPERATING EXPENSES | \$ 27,613 |
| OCCUPANCY (EXCLUDING RENT) | \$ 108,807 |
| MARKETING | \$ 7,400 |
| INDIRECT EXPENSES | \$ 17,290 |
| EBITDAR | \$ 202,568 |
| TOTAL RENT | \$ 122,400 |
| OPERATING INCOME - EBITDA | \$ 80,168 |
| | |
| REIMBURSEMENT CORPORATE OH | \$ 9,792 |
| OTHER EXPENSES | |
| NET INCOME - EBIT | \$ 70,376 |
| | |
| SALES | |
| RETAIL PRODUCTS | \$ 979,200 |
| TOTAL SALES | \$ 979,200 |
| | |
| PURCHASES | |
| RETAIL PRODUCTS | \$ 391,680 |
| TOTAL PURCHASES | \$ 391,680 |
| GROSS PROFIT | \$ 587,520 |
| | |
| PAYROLL | |
| CLERK | \$ 136,207 |
| TOTAL BACK OF HOUSE | \$ 136,207 |
| | |
| MANAGEMENT | \$ 43,868 |
| TOTAL OTHER SALARIES | \$ 43,868 |
| | |
| PROVISION FOR INCENTIVE BONUS | \$ 10,673 |
| PROVISION FOR VACATION PAY | \$ 2,448 |
| OTHER PAYROLL RELATED | \$ 13,121 |
| | |
| GROSS PAYROLL | \$ 193,196 |
| | |
| | |

| | |
|-----------------------------------|------------|
| TAXES & BENEFITS | |
| PAYROLL TAX EXPENSE | \$ 12,345 |
| | |
| BENEFITS | \$ 15,500 |
| INSURANCE - WORKMEN'S COMP | \$ 2,800 |
| TOTAL BENEFITS & OTHER EMP | \$ 18,300 |
| | |
| TOTAL PAYROLL EXPENSE | \$ 223,841 |
| | |
| DIRECT OPERATING EXPENSES | |
| BAGS | \$ 392 |
| BOXES | \$ 1,371 |
| PACKAGING | \$ 685 |
| TOTAL SUPPLIES | \$ 2,448 |
| | |
| CREDIT CARD CHARGES | \$ 24,480 |
| MISC | \$ 685 |
| TOTAL DIRECT OP EXPENSES | \$ 27,613 |
| OCCUPANCY - EXCLUDING RENT | |
| BUSINESS INSURANCE | \$ 15,000 |
| ALARM & SECURITY SERVICE | \$ 3,150 |
| OTHER OCCUP EXPENSES | |
| TOTAL OCCUPANCY | \$ 18,150 |
| | |
| ELECTRICITY | \$ 48,000 |
| WATER/SEWER | \$ 6,500 |
| TOTAL UTILITIES | \$ 54,500 |
| | |
| REPAIR & MAINTENANCE | \$ 10,477 |
| HISTORIC MAINTENANCE | \$ 24,480 |
| EXTERMINATOR | \$ 1,200 |
| TOTAL REPAIR & MAINTENANCE | \$ 36,157 |
| | |
| TOTAL OCCUPANCY | \$ 108,807 |
| | |
| MARKETING | |
| ADVERTISING | \$ 5,000 |
| GRAPHIC DESIGN | \$ 2,400 |
| TOTAL MARKETING | \$ 7,400 |
| | |
| INDIRECT EXPENSES | |
| ACCOUNTING FEES | \$ 2,644 |
| BANK CHARGES | \$ 2,056 |
| BUSINESS TAX EXPENSE | \$ 6 |
| COMPUTER SERVICES | \$ 2,938 |
| COMPUTER SOFTWARE/SUPPLIES | \$ 979 |
| DUES AND SUBSCRIPTIONS | \$ 900 |

| | | |
|--------------------------------|-----------|---------------|
| EQUIPMENT LEASE EXPENSE | \$ | 555 |
| LICENSES/FEEES | \$ | 767 |
| MESSENGER | \$ | 1,200 |
| OFFICE SUPPLIES | \$ | 1,273 |
| OTHER EXPENSES | | |
| POSTAGE | \$ | 300 |
| PRINTING | \$ | 392 |
| RECORDS RETENTION | \$ | 750 |
| PROFESSIONAL FEES | \$ | 1,000 |
| TELEPHONE | \$ | 1,500 |
| PAYROLL PROCESSING FEES | \$ | 30 |
| TOTAL INDIRECT EXPENSES | \$ | 17,290 |

| | | |
|-------------------|-----------|----------------|
| RENT | | |
| BASE RENT | \$ | 91,368 |
| OCCUPANCY OTHER | | |
| PERCENTAGE RENT | \$ | 31,032 |
| TOTAL RENT | \$ | 122,400 |



CLIENT STATEMENT | For the Period April 1-30, 2025

STATEMENT FOR:
HAYES ROBERTSON GROUP INC
C/O JOSEPH WALSH

| | |
|--------------------------------------|----------------|
| Beginning Total Value (as of 4/1/25) | \$2,544,972.89 |
| Ending Total Value (as of 4/30/25) | \$2,384,813.31 |
| <i>Includes Accrued Interest</i> | |

Your Relationship Manager

Morgan Stanley Smith Barney LLC. Member SIPC.
E*TRADE is a business of Morgan Stanley.

Access Your Account Online At
www.etrade.com or call 800-387-2331

HAYES ROBERTSON GROUP INC
C/O JOSEPH WALSH
PO BOX 4170
KEY WEST FL 33041

INVESTMENTS AND INSURANCE PRODUCTS: NOT FDIC INSURED • NOT A BANK DEPOSIT •
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • NOT BANK GUARANTEED •
MAY LOSE VALUE • UNLESS SPECIFICALLY NOTED, ALL VALUES ARE DISPLAYED IN USD

Tropical Soup Corporation
429 Caroline Street
Key West, Florida 33040
305-731-9972

May 9, 2025

To whom it may concern,

Tropical Soup Corporation will provide all of the funds held in its money market savings account at First Horizon Bank to Hayes Robertson Group Inc., if Hayes Robertson Group is successful in any of its RFPs to redevelop property at Mallory Square.

These RFPs have been designated as RFP 25-005 RFP 25-006 and RFP 25-007.

These funds are unencumbered and readily available. Tropical Soup Corporation believes in the need to redevelop Mallory Square and will financially support Hayes Robertson Group Inc's efforts to do so.

Regards,



Joseph Walsh
President
Tropical Soup Corporation



00016999 TFTSTRMT050125094348 0000029 000000000 003 E

TROPICAL SOUP CORPORATION
429 CAROLINE ST.
KEY WEST FL 33040-6598

BUSINESS MONEY MARKET SAVINGS

CUSTOMER INFORMATION

ACCOUNT NUMBER

STATEMENT DATE

04/30/25

CUSTOMER SERVICE INFORMATION

Customer Service: 1-888-382-4968

Visit Us Online: www.firsthorizon.com

Follow Us On Facebook!

Follow Us On Twitter!

| ACCOUNT SUMMARY | DATE | BALANCE OF YOUR FUNDS |
|------------------------|----------|-----------------------|
| PREVIOUS BALANCE | 03/31/25 | \$1,203,560.70 |
| 1 DEPOSIT TOTALING | | \$3,814.35 |
| 0 WITHDRAWALS TOTALING | | \$0.00 |
| NEW BALANCE | 04/30/25 | \$1,207,375.05 |

| INTEREST SUMMARY | |
|---------------------------------------|----------------|
| ANNUAL PERCENTAGE YIELD EARNED | 3.92% |
| BASED ON AN AVERAGE COLLECTED BALANCE | \$1,203,560.70 |
| INTEREST EARNED | \$3,814.35 |

SAVINGS ACCOUNT TRANSACTIONS

FOR THE PERIOD FROM 04/01/25 THROUGH 04/30/25

| ACCOUNT HISTORY | | | | |
|-----------------|-----------------|------------|------------|--------|
| DATE | DESCRIPTION | DEPOSIT | WITHDRAWAL | CARD # |
| 04/30 | INTEREST EARNED | \$3,814.35 | | |

| DAILY BALANCE SUMMARY | | | | | | | |
|-----------------------|----------------|------|---------|------|---------|------|---------|
| DATE | BALANCE | DATE | BALANCE | DATE | BALANCE | DATE | BALANCE |
| 04/30 | \$1,207,375.05 | | | | | | |

INQUIRY INFORMATION

*ALL INQUIRIES FOR BALANCES, GENERAL INFORMATION, ACCOUNT ERRORS, ACCOUNT ACTIVITY, AUTOMATED TELLER MACHINE ACTIVITY AND DEBIT CARD TRANSACTIONS SHOULD BE DIRECTED TO 1-888-382-4968.

*TO REPORT A LOST/STOLEN DEBIT CARD: CALL 1-888-382-4968 IMMEDIATELY AND FOLLOW THE VOICE PROMPTS.

*DIRECT INQUIRIES CONCERNING PREAUTHORIZED ELECTRONIC FUNDS TRANSFER TO 1-888-382-4968.

*YOU MAY MAIL INQUIRIES CONCERNING AUTOMATED TELLER MACHINE ACTIVITY, DEBIT CARD TRANSACTIONS, AND PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS TO:

FIRST HORIZON BANK
P.O. BOX 84
MEMPHIS, TN 38101

IMPORTANT TAX INFORMATION

NOTICE: YOUR ACCOUNT HAS EARNED AND PAID YTD: \$7,375.05
THE YEAR TO DATE INTEREST IS REPORTED FOR TAX PURPOSES.

Tab 8. Schedule of Accomplishments

A schedule delineating the pre-design, design, design review, historic approvals, rehabilitation and interior build out, operation, and management phases of the development is required. Included in this schedule should be a delineation of any public participation that will be used by the developer to solicit input.

| Process & Schedule – Hayes Robertson Group | | |
|--|--|----------------|
| Steps | | Tentative Date |
| 1 | Meetings with planning/property manager/HARC/Public works/Manager | 7/1/2025 |
| 2 | Lease agreement signed | 7/15/2025 |
| 3 | Meetings with CPS, Sasaki, Waterfront Playhouse and neighboring property owners, | 7/15-7-31/25 |
| 4 | Design | 8/1/2025 |
| 5 | Meetings with CPS, Sasaki, Waterfront Playhouse and neighboring property owners, AIPP, FKNMS, Public meeting proposed City hall 8/26 | 8/15-8/31/2025 |
| 6 | Meetings with landscape/Planning/ HARC/Public Works/Manager | 8/31-9/15/2025 |
| 7 | DRC – Development Plan | 9/30/2025 |
| 8 | Plan modifications as necessary | 10/15/2025 |
| 9 | Tree Commission | 10/31/2025 |
| 7 | Submit HARC | 11/15/2025 |
| 8 | Planning Board | 12/1/2025 |
| 9 | Adjustments modifications as necessary | 1/1/2026 |
| 10 | AIPP | 1/15/2026 |
| 11 | City Commission | 2/16/2026 |
| 12 | Florida Department of commerce 45 days | 4/1/2026 |
| 13 | Building permit applications | 6/1/2026 |
| 13 | Building permit issued | 8/1/2026 |
| 14 | Construction 90 days | 11/1/2026 |
| 15 | Open to the public | 11/2/2026 |
| 16 | Start-up to operating transition | 11/2/2026 |
| | | |

Tab 9. Special Conditions

All special conditions that the investor/developer may offer or request from the City of Key West are required to be listed. The investor/developer will need to elaborate on costs, terms, payment amounts, conditions, timing and such other pertinent factors, if selected for further negotiations.

1. Zoning, land use and setbacks

As the City points out in the Constraints and guidelines in 3.2.9 of the request for proposals, the property is currently zoned HPS, and the City is currently working on a rezoning proposal. The successful implementation of proposer's plan will require a zoning change, or a change in permitted uses under **Sec. 122-957**. **If the city were to add the following uses to permitted uses under HPS, the proposer's project would also be acceptable and in compliance:**

(11) Restaurants, excluding drive-through.

(12) Commercial retail low and medium intensity greater than 2,500 square feet.

(13) Cultural and civic activities

(14) Accessory Uses.

In addition to facilitating the redevelopment of Mallory Square, and being required to implement parts of the Sasaki plan, the City's proposed zoning change makes logical sense as a number of the current uses at Mallory Square are non-conforming, including any CPS acts that sell food or retail products, El Meson de Pepe, and the Shell Warehouse and neighboring retail stores.

City code **Sec. 122-960** describes the dimensional requirements in the historic public and semipublic services district (HPS). While the city has ignored these requirements when reviewing and issuing recent permits at Mallory Square, the proposer requires a recognition that structures and prior uses may be improved without violating the code.

e. Setbacks for structures and prior uses on Mallory Square shall be allowed to remain, be replaced and/or be reconstructed and shall not be considered nonconforming.

City code Sec. 108-573 is Special provisions within historic commercial pedestrian-oriented area, commonly called the parking waiver zone. As the proposer's plan, and any of the City's "appropriate uses" described in the RFP section 3.2.8 would require a parking variance, and some iterations of the Mallory Square plan call for the removal of parking spaces- this creates a problem. The proposer requires recognition that it is the intent of the city to increase the intensity of use, and would propose a change to 108-573 such as:

(b) Special off-street parking requirement. Within the historic commercial pedestrian-oriented area described in subsection (a) of this section, parking requirements shall be applied whenever:

(1) New nonresidential floor area is constructed on non-publicly-owned land within Mallory Square;

2. Outdoor displays and vending carts Sec 102-282

While the ordinance language could be interpreted differently based on how someone described the brick paved access extension of Tift's Alley into Mallory Square, it is the intent of HRG to utilize vending carts along the East side of the structure. This use would be consistent with neighboring tenants, and the additional commercial activity is likely to draw additional traffic into Mallory Square.

3. HPS Sec. 122-960. - Dimensional requirements.

The dimensional requirements in the historic public and semipublic services district (HPS) are as follows; however, construction may be limited by proportion, scale and mass considerations as expressed through the historic architectural review commission design guidelines:

(6) Minimum setbacks:

a. Front: 20 feet.

b. Side: greater of 5 feet or 10 percent of lot width to a maximum of 15 feet.

c. Rear: 20 feet or 15 feet when abutting an alley.

d. Street side: 10 feet.

e. Setbacks for structures and prior uses on Mallory Square shall be allowed to remain, be replaced and/or be reconstructed and shall not be considered nonconforming.

HRG proposed this modification, but also would require a recognition that the parcel in question 402 Wall Street is either part of Mallory Square, or the side yard setback would need to be eliminated.

4. HRG is proposing a 12.5% percentage rent creating the opportunity for the City to participate on the upside to a greater extent than its current deals. HRG expects that base rent rates would remain constant for the lease term

5. Some recent City leases have required personal guarantees, and letters of credit. This is an over-reach. As detailed background checks are required to be a city tenant, HRG requires that the City select one or the other as its means of security.
6. The building shares walls and drain lines with neighboring tenants and the Cistern and public restrooms. HRG is proposing a land lease for the approximately 84'x 35' building plus the front porch and 8' along the length of the East side. HRG will be responsible for the area included in its land lease but, repairs necessary outside of this area, or damages caused by neighboring uses are not its responsibility.
7. If the City shuts down Mallory Square to public access base rents shall be fully abated,
8. If the City demolishes the public restrooms adjacent to the leasehold area, base rents shall be abated to the extent that sales are diminished
9. The effective date of the lease will be after necessary zoning changes are made and construction is completed.

TAB 10 for RFP #25-006

Tab 10. City Forms

Proposers shall complete and execute the forms specified below in this RFP, as well as copies of all business licenses and receipts for business tax and shall include them in this section:

Forms:

- **Anti-Kickback Affidavit**
- **Public Entity Crimes Form**
- **City of Key West Indemnification Form**
- **Equal Benefits for Domestic Partners Affidavit**
- **Cone of Silence Affidavit**
- **Non-Collusion Affidavit**
- **Local Vendor Certification**
- **City of Key West E-Verify Affidavit**
- **Noncoercive Conduct Affidavit**
- **Scrutinized Companies Certification**

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

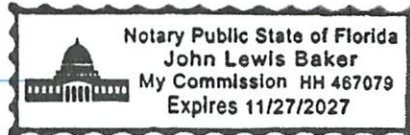
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein 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: Joseph Walsh



Sworn and subscribed before me this 9th day of May 2025.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11/27/27

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 OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for RFP 25-006
rehabilitation, lease and adaptive re-use 402 Wall Street.

2. This sworn statement is submitted by Hayes Robertson Group Inc
(name of entity submitting sworn statement)
whose business address is 310 Duval Street Key West, Florida 330040
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1043670

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement _____)

3. My name is Joseph Walsh
(please print name of individual signing)

and my relationship to the entity named above is President

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 or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

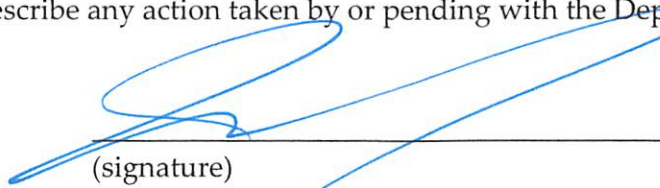
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which 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 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).

 X 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, 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)

____ May 9, 2025
(date)

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

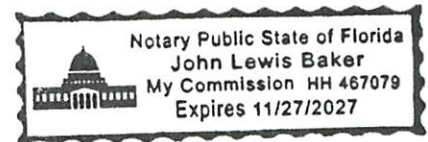
____ Joseph Walsh _____ who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this ____ 9th ____ day of May , 2025 .

My commission expires: 11/27/27



NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Proposer expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Proposer's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Proposer under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Proposer or of any third party to whom Proposer may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

Proposer: Hayes Robertson Group Inc

SEAL:

310 Duval Street Key West Fl, 33040

Address



Signature

Joseph Walsh

Print Name

President

Title

DATE:

May 9, 2025

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

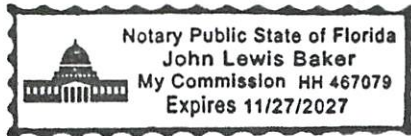
I, the undersigned hereby duly sworn, depose and say that the firm of
Hayes Robertson Group Inc

provides benefits to domestic partners of its employees on the same basis as it provides benefits
to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Joseph Walsh (President)

Sworn and subscribed before me this 9th day of May 2025.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11/27/27

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Hayes Robertson Group Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

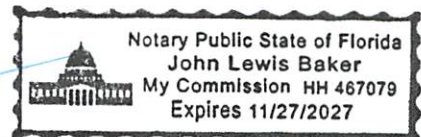
By: _____

Joseph Walsh (President)

Sworn and subscribed before me this
9th day of May, 2025.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11/27/27



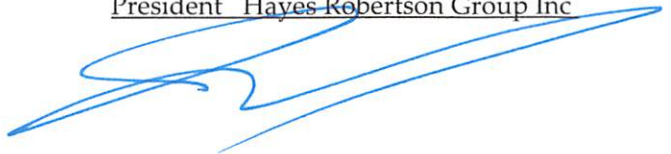
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MONROE

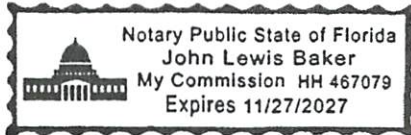
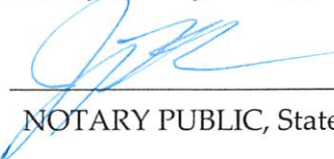
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection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

By: Joseph Walsh
President Hayes Robertson Group Inc



Sworn and subscribed before me this

9th day of May, 2025.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11/27/27

LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES 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. Principal 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 Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances 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 Caroline's

Phone: 305-731-9972

Current Local Address: 310 Duval Street Key West FL 33040

Fax: 305-294-7255

(P.O Box numbers may not be used to establish status)

Length of time at this address 25 years



Signature of Authorized Representative

May 9, 2025

Date

STATE OF Florida

COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 9th day of May, 2025.

By Joseph Walsh

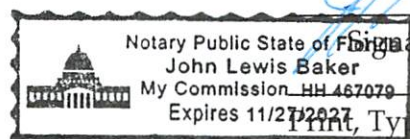
of Hayes Robertson Group Inc.

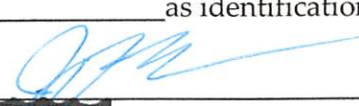
(Name of officer or agent, title of officer or agent)

(Name of corporation acknowledging)

or has produced Personal License as identification

(type of 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

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name CAROLINE'S CAFE
Location Addr 310 DUVAL ST
Lic NBR/Class 12599 FOOD SERVICE
Issued Date 9/9/2024 Expiration Date: September 30, 2025

RESTAURANT WITH 120 OR MORE SEATS

Comments: 208 SEATS @ 310 DUVAL / 47 SEATS @ 429 CAROLINE

Restrictions: DBPR #SEA5401740 (10/1/23)

CAROLINE'S CAFE
PO BOX 4147

KEY WEST, FL 33041

This document must be prominently displayed.

HAYES ROBERTSON GROUP INC

2024 / 2025
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2025

Business Name: CAROLINE'S CAFE HAYES ROBERTSON GROUP INC
Owner Name: WALSH JOSEPH PRES
Mailing Address: PO BOX 4170
KEY WEST, FL 33041

RECEIPT# 29140-92284
Business Location: 310 DUVAL ST
KEY WEST, FL 33040
Business Phone: 305-294-7525
Business Type: CAFE RESTAURANT (CAFES RESTAURANTS)

Seats 33

| Tax Amount | Transfer Fee | Sub-Total | Penalty | Prior Years | Collection Cost | Total Paid |
|------------|--------------|-----------|---------|-------------|-----------------|------------|
| 60.00 | 0.00 | 60.00 | 0.00 | 0.00 | 0.00 | 60.00 |

Paid 114-23-00007181 07/26/2024 60.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY
PLANNING, ZONING AND
LICENSING
REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2025

Business Name: CAROLINE'S CAFE HAYES ROBERTSON GROUP INC
Owner Name: WALSH JOSEPH PRES
Mailing Address: PO BOX 4170
KEY WEST, FL 33041

RECEIPT# 29140-92284
Business Location: 310 DUVAL ST
KEY WEST, FL 33040
Business Phone: 305-294-7525
Business Type: CAFE RESTAURANT (CAFES RESTAURANTS)

Seats 33

| Tax Amount | Transfer Fee | Sub-Total | Penalty | Prior Years | Collection Cost | Total Paid |
|------------|--------------|-----------|---------|-------------|-----------------|------------|
| 60.00 | 0.00 | 60.00 | 0.00 | 0.00 | 0.00 | 60.00 |

Paid 114-23-00007181 07/26/2024 60.00

Hayes Robertson Group

310 Duval Street

Key West, Florida 33040

May 9, 2025

City of Key West Purchasing

1300 White Street

Key West Florida, 33040

To whom it may concern,

Hayes Robertson Group Inc has had its principal office at 310 Duval Street in Key West Florida for nearly 25 years.

Its business tax receipt licenses for the City of Key West and Monroe county are current at this address.

Hayes Robertson Group employs approximately 150 people, all of whom work in the city of Key West. Hayes Robertson Group has no remote employees and all of its employees live in the city of Key West or in the Lower Key within thirty miles of Key West City boundaries.

These three criteria meet the Local vendor Certification definitions pursuant to City of Key West Code of ordinances Section 2-798.

I certify that Hayes Robertson Group Inc meets the requirements to qualify as a local vendor in the city of Key West.

Regards,



Joseph Walsh
President

Hayes Robertson Group Inc

2001 UNIFORM BUSINESS REPORT (UBR)

FILED
Jun 08, 2001 8:00 am
Secretary of State

06-08-2001 90008 040 ***150.00

DOCUMENT # **000000092000**

1. Entity Name
HAYES-ROBERTSON GROUP, INC

Principal Place of Business
310 DUVAL STREET
KEY WEST FL
33040

Mailing Address
PO BOX 414
KEY WEST FL
33041

2. Principal Place of Business
310 DUVAL ST.
 Suite, Apt. # etc

3. Mailing Address
PO BOX 414
 Suite, Apt. #, etc.

City & State
KEY WEST FL
 Zip
33040
 Country
USA

City & State
KEY WEST FL
 Zip
33041
 Country
USA

4. FEI Number
65-1043670

Applied For
☒ Not Applicable

5. Certificate of Status Desired ☐

\$8.75 Additional Fee Required

6. Name and Address of Current Registered Agent

7. Name and Address of New Registered Agent

Name
C.W. DeMent
 Street Address (P.O. Box Number is Not Acceptable)
730 United Street
 City
Key West FL
 Zip Code
33040

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE **C.W. DeMent** **C.W. DeMent VP**
Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating)

6-4-01
DATE

9. This corporation is eligible to satisfy its Intangible Tax filing requirement and elects to do so. (See criteria on back) ☐

FILE NOW!
After MAY 1, 2001
Make Check Payable

FEE IS \$150.00
Fee will be \$550.00
to Department of State

10. Election Campaign Financing Trust Fund Contribution. ☐

\$5.00 May Be Added to Fees

11. OFFICERS AND DIRECTORS

| | |
|--|---------------------------------|
| TITLE NAME STREET ADDRESS CITY-ST-ZIP | <input type="checkbox"/> Delete |
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12. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11

| | |
|--|---|
| TITLE NAME STREET ADDRESS CITY-ST-ZIP | <input type="checkbox"/> Change <input type="checkbox"/> Addition |
| TITLE NAME STREET ADDRESS CITY-ST-ZIP | <input type="checkbox"/> Change <input type="checkbox"/> Addition |
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| TITLE NAME STREET ADDRESS CITY-ST-ZIP | <input type="checkbox"/> Change <input type="checkbox"/> Addition |

13. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report or changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: **C.W. DeMent** **C.W. DeMent**
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

6-4-01 (305) 294-7511
Date Daytime Phone #

CR2E034 (11/00)

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P00000092008

Entity Name: HAYES ROBERTSON GROUP, INC.

Current Principal Place of Business:

310 DUVAL ST.
KEY WEST, FL 33040

Current Mailing Address:

PO BOX 4170
KEY WEST, FL 33041 US

FEI Number: 65-1043670

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WALSH, JOSEPH
7 CYPRESS TERRACE
KEY WEST, FL 33040 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JOSEPH WALSH

03/04/2025

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PSD
Name WALSH, JOSEPH H
Address 7 CYPRESS TERRACE
City-State-Zip: KEY WEST FL 33040

Title VP
Name DEMENT, CW
Address 7 CYPRESS TERRACE
City-State-Zip: KEY WEST FL 33040

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOSEPH WALSH

P

03/04/2025

Electronic Signature of Signing Officer/Director Detail

Date

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, **it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.**

By executing this affidavit, the undersigned contractor verifies its compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

May 9, 2025

Date

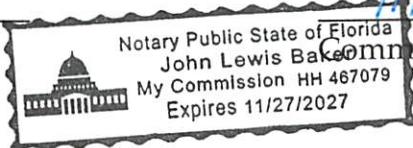
(Signature of Authorized Representative)

State of Florida

County of Monroe

Personally Appeared Before Me, the undersigned authority, Joseph Walsh who, being personally known or having produced his/her signature in the space provided above on this 9th day of May 2025.

Signature, Notary Public



Stamp/Seal:

11/27/27

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES

Entity/Vendor/Name: Hayes Robertson Group Inc

Vendor FEIN: 65-1043670

Vendor's Authorized Representative: Joseph Walsh President
(Name and Title)

Address: 310 Duval Street

City: Key West State: Florida Zip: 33040

Phone Number: 305-731-9972

Email Address: joe@tropicalsoup.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Joseph Walsh, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name: Joseph Walsh

Title: President

VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Hayes Robertson Group Inc.

Vendor FEIN: 65-1043670

Vendor's Authorized Representative Name and Title: Joseph Walsh President

Address: 310 Duval Street

City: Key West State: Florida Zip: 33040

Phone Number: 305-731-9972

Email Address: joe@tropicalsoup.com

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: Joseph Walsh President,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:  _____.

END OF SECTION 4



ADDENDUM NO. 1

Historic Building Rehabilitation Lease and Adaptive Use 402 Wall Street, Key West, Florida 33040 Aka Historic Ship's Chandlery

RFP 25-006

This addendum is issued as supplemental information to the Invitation to Bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid package is hereby amended in accordance with the following items:

1. **Clarification of Specifications:** [No Changes]
 2. **Changes to Submission Requirements:** [No Changes]
 3. **Updates to Project Timeline:**
 - 1) This is a reminder that the mandatory meeting for this project is still scheduled as planned. The meeting will take place on **April 15, 2025, at 1:00 PM**, at the following location:

**431 Wall Street
Key West, Florida 33040**
- Please make sure to attend, as your participation is required.
4. **Responses to Questions:** [No Change]
 5. **Additional Resources:** [No Changes]



Signature



Name of Business



ADDENDUM NO. 2

Historic Building Rehabilitation Lease and Adaptive Use 402 Wall Street, Key West, Florida 33040 Aka Historic Ship's Chandlery RFP 25-006

This addendum is issued as supplemental information to the Invitation to Bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid package is hereby amended in accordance with the following items:

1. **Clarification of Specifications:** [No Changes]
2. **Changes to Submission Requirements:** [No Changes]
3. **Updates to Project Timeline:** Proposers are advised of the following revisions to the project timeline regarding the Questions/Answers response deadline and the proposal submittal due date:

Questions/Answers Response Deadline: April 30, 2025, at 3:00 PM

Proposal Submittal Deadline: May 12, 2025, at 3:00 PM

Submittal Location: Clerk's Office, 1300 White Street, Key West, Florida 33040

4. **Responses to Questions:** [No Change]
5. **Additional Resources:** [No Changes]

Signature

Hayes Robertson Group Inc
Name of Business



ADDENDUM NO. 3

Historic Building Rehabilitation Lease and Adaptive Use 402 Wall Street, Key West, Florida 33040 Aka Historic Ship's Chandlery RFP 25-006

This addendum is issued as supplemental information to the Invitation to Bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid package is hereby amended in accordance with the following items:

1. **Clarification of Specifications:** [No Changes]
2. **Changes to Submission Requirements:** [No Changes]
3. **Updates to Project Timeline:** [No Change]
4. **Responses to Questions:**
 - 1) **Electrical Service is 200 amp?**
 1. The services provided at this location are 200 amps.
 - 2) **Has engineering Inspected this building and found it to be structurally sound and Meeting most city code standards?**
 1. There are currently no inspection reports provided by engineering, structural soundness is unknown.
 - 3) **Does fire suppression sprinkler system that leads in to building in working condition, looks fairly new?**
 1. The fire suppression system is relatively new and is where the tie-in would take place to supply fire suppression to the space.
 - 4) **How many square feet is the city saying this is total?**
 1. Approximately 2,976 s.f., the space would be surveyed and measured per commercial standards in advance of preparing a lease.

5) In the new Mallory plan, will the bathrooms not inside but adjacent to the building still be located there?

1. The Mallory Square Master plan does not identify immediate plans to demolish the existing restroom facility. However, in the future Planning would support removal of the restroom building within the cistern wall, preservation maintenance planning for the historic cistern, and identification of opportunities to repurpose the cistern.

6) Is there any HARC requirements for the building that you know of currently?

1. Please keep in mind that any exterior work, including siding, windows, doors, roofing, fencing, or signage will require HARC review and approval. It's suggested that proposers review the Historic Architectural Guidelines for more information.

<https://www.cityofkeywest-fl.gov/DocumentCenter/View/1551/HARC-Guidelines-PDF>

7) Are there "as built" drawings of any of the structures (402 Wall Street)?

<https://www.loc.gov/resource/hhh.fl0148.sheet/?sp=1&st=image>

8) Addendum No. 1 has location as 431 Wall Street. RFP has location as 402 Wall Street. Please confirm which is correct?

1. The address is 402 Wall Street, Key West, Florida 33040.

9) Can we have access to inside the space at 10:00 am one day this week ASAP? This would be for the purpose of measurements and contractor access?

1. Proposers were afforded the opportunity to complete this request at the mandatory site-visit on April 15, 2025, at 1:00 PM at 402 Wall Street, Key West, Florida 33040.

10)Page 23 – does the City have a copy of the site plans that they can provide to us?

<https://www.loc.gov/resource/hhh.fl0148.sheet/?sp=1&st=image>

11)Page 23 – is the requested floor plan required prior to being awarded the lease?

1. Yes, a drafted floor plan is required prior to being awarded the lease. The review of the floor plan will assist the City in evaluating proposals and awarding the lease to a proposer. Please note that the submitted floor plans may be conceptual in nature.

12)Page 25 – Development Costs -Is a bond required for this project per statement “a successful proposal will also include, as available, a qualification and letter of commitment from bondable general contractor(s) for all construction and rehabilitation that is to be completed.”?

1. Proposers should submit a Bond Capacity Letter that provides evidence of general “bond ability” by the Proposers, awarded proposers will need to submit bonding in the amount of 5% of the construction/rehabilitation cost prior to the start of any construction or rehabilitation.

13)Given the extensive nature of the capital expenditures necessary, does the City anticipate any rent credits or similar facility for repayment?

1. This item may be subject to negotiation with the awarded Proposer; however, such negotiations should not be interpreted as implying an anticipated rent credit or any similar form of repayment. Final terms are subject to the City's review and approval.


14)Are there any building conditions available for any of the buildings.

1. Please note that the City is not currently aware of any building condition reports provide.

15)What is the procedure, if any, for access into the buildings in order to take measurements and/or have contractors review the requirements of the properties for the purpose of estimating construction costs?

1. Proposers were afforded the opportunity to fulfil this request during the Mandatory Site Visit on April 16, 2025 @ 9:00 AM. As such Proposers will not be afforded further opportunity for a site visit.

5. **Additional Resources:** [No Changes]



Signature

Hayes Robertson Group Inc

Name of Business



THE CITY OF KEY WEST

1300 White Street Key West, FL 33040 (305) 809-3807

Historic Building Rehabilitation Lease and Adaptive Use 402 Wall Street, Key West, Florida 33040 Aka Historic Ship's Chandlery

PRE-BID MEETING AGENDA

402 Wall Street, Key West, FL
Tuesday April 15, 2025, at 1:00 pm

Project Number: City of Key West RFP 25-006

Agenda Items:

1. Introductions

- a. City of Key West Staff
- b. Attendees

2. Bidding Requirements

- Contract Documents – Complete all forms, sign, date and notarize where indicated.
- Submit one original and two flash drives of the completed forms of the Contract Documents as indicated in the Request for Proposal no later than May 05, 2025, 3:00 PM. Proposals will not be accepted after that time.

3. Section 3 – Scope of Services

- The City of Key West is requesting proposals for the rehabilitation, adaptive reuse and (long-term) lease of 402 Wall Street (Ship's Chandlery), Key West, Florida 33040.
- Please read through

4. General Information

- Sealed Proposals Due Date: May 05, 2025 until 3:00 PM
- Request for Information (RFI) Due Date: April 21, 2025, 3:00 pm
- Request for Information (RFI) Response Date: April 25, 2025, 3:00 pm

5. Cone of Silence

- All questions regarding this project must be submitted by email. They will be answered via addenda and uploaded to Demand Star for all Proposers to review.



Site Walk-Through Sign-In Sheet

RFP 25-006 402 Wall Street

| # | Full Name | Company Name | Email Address | Phoner number | Date | Signature |
|---|----------------|---------------------------|----------------------------------|---------------|---------|-----------|
| | Tony Mautica | Chat Distilled LLC | | 937-369-3213 | 4/15/25 | |
| | Clinton Curry | Historic Tours of America | | 305-747-0059 | 4/15/25 | |
| | Heather Brink | CVL | | 305-809-3846 | 4/15/25 | |
| | Paul Menta | Key West Capital | | 747-8236 | 4/15/25 | |
| | Katie Halloran | Director, Planning | | | | |
| | Daniela Salume | HARC Manager | | | | |
| | Patricia Neyra | Neyra Construction | pat@neyraconstruction.com | 954-684-8805 | 4-15-25 | |
| | MIKE GIBSON | HTA | MICHAEL.GIBSON@HISTORICTOWNS.com | | | |
| | Ed Swift III | HTA | | | 4/15 | |
| | Chris Belland | HTA | | | 4/15 | CB |



Site Walk-Through Sign-In Sheet

RFP 25-006 402 Wall Street

| # | Full Name | Company Name | Email Address | Phoner number | Date | Signature |
|---|-----------------|----------------------|---------------|---------------|------|-----------------|
| | Michelle Cates | HTA | | | 4/15 | ML |
| | Brent Lyons | HTA | | | 4/15 | BLY |
| | Joe Walsal | Tropical Sup Co | | | 4-15 | JW |
| | C. W. DeMun | Mellory Steamship Co | | | | CW |
| | Joseph Walsal | HAYES Roberts Group | | | | JW |
| | John Maurer | Keys Construction | | | | John Maurer |
| | SERGE MASUTAKOV | ARTICUS DESIGN | | 305 904 9512 | 4-15 | Serge Masutakov |
| | | | | | | |
| | | | | | | |
| | | | | | | |

CITY OF KEY WEST



REQUEST FOR PROPOSALS

RFP # 25-006

FOR

Historic Building Rehabilitation
Lease and Adaptive Use
402 Wall Street, Key West, Florida 33040
Aka Historic Ship's Chandlery

Mayor: Danise Henriquez

City Manager: Brian Barroso

Commissioners:

Monica Haskell; District 1
Donald "Donie" Lee; District 3
Mary Lou Hoover; District 5

Samuel Kaufman; District 2
Lissette Carey; District 4
Aaron Castillo; District 6

*Re-submission
for RFP Compliance*



REQUEST FOR PROPOSALS
CITY OF KEY WEST - PURCHASING OFFICE
1300 White Street, Key West, Florida 33040

Solicitation Data

Request Number: RFP 25-006

Title: Historic Building Rehabilitation Lease and Adaptive Use
402 Wall Street, Key West, Florida 33040

Description: The City of Key West is requesting proposals for the rehabilitation, adaptive reuse and (long-term) lease of the 402 Wall Street (Ship's Chandlery), Key West, Florida 33040.

Contact: Lucas Torres-Bull, Procurement Manager
Phone: (305) 809-3807
Email: lucas.torresbull@cityofkeywest-fl.gov

Issue Date: April 3, 2025

Mail or Deliver Responses To: City Clerk
City of Key West
1300 White Street
Key West, FL 33040

Mandatory Site Walk-Through: April 15, 2025, 1:00 P.M. LOCAL TIME

Clarification Submittal Deadline: April 21, 2025, 3 P.M. LOCAL TIME

Clarification Response Deadline: April 25, 2025, 3 P.M. LOCAL TIME

Responses Deadline Date: May 5, 2025, 3 P.M. LOCAL TIME

Estimated Award Date: June, 2025

A handwritten signature in blue ink, consisting of a stylized, cursive 'P' followed by a horizontal line.

TABLE OF CONTENTS

1.0 GENERAL CONDITIONS

2.0 SPECIAL CONDITIONS

3.0 TECHNICAL SPECIFICATIONS

4.0 AFFIDAVITS AND CERTIFICATIONS

- EXHIBIT A: MINIMUM INSURANCE REQUIREMENTS
- EXHIBIT B: SITE PHOTOS

A handwritten signature in blue ink, consisting of a stylized, cursive letter 'P' followed by a horizontal line extending to the right.



City of Key West
Request for Proposals
Historic Building Rehabilitation
Lease and Adaptive Use
402 Wall Street, Key West, Florida 33040
RFP No. 25-006

NOTICE: Pursuant to Sec. 2-769 of the City's Code of Ordinance, sealed proposals for consideration to provide the services detailed in the scope of services listed below, shall be received until 3:00 P.M. on May 5, 2025. The submittals shall be clearly marked "RFP No. 25-006 – Historic Building Rehabilitation Lease and Adaptive Use, 402 Wall Street, Key West, Florida 33040".

All submittals shall be publicly opened and recorded on May 5, 2025, at 3:00 P.M.** Late submittals shall not be accepted or considered.

Please submit one (1) original 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 Proposals for RFP No. 25-006 Historic Building Rehabilitation Lease and Adaptive Use, 402 Wall Street, Key West, Florida 33040" addressed and delivered to the City Clerk at the address noted above.

Solicitations may be found via the City of Key West website (www.cityofkeywest-fl.gov) under Finance and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Key West reserves the right to accept any bid deemed to be in the best interest of the City or to waive any irregularity in any submittal. The City may reject any or all bids and re-advertise.

PROJECT OVERVIEW

The City of Key West is soliciting proposals from Proposers interested in leasing and rehabilitating 402 Wall Street, located at Key West, Florida 33040. Interested Proposer must submit a proposal in accordance with the instructions and timeline outlined in this RFP. The City will review only those proposals that include all required information, as determined at the City's sole discretion.

The City will evaluate the proposals submitted in response to this RFP to rank proposers. The top-ranked proposer will be invited to enter contract negotiations. The selected Proposer must demonstrate relevant experience and capabilities included, but not limited to, adaptive reuse and rehabilitation of 402 Wall Street, with personnel who are qualified through education and experience in the required disciplines.

All inquiries must reference **RFP No. 25-006 – Historic Building Rehabilitation Lease and Adaptive Use, 402 Wall Street, Key West, Florida 33040** in the subject line and should be directed to the following email at lucas.torresbull@cityofkeywest-fl.gov. No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates via written addendum.



SECTION 1

GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Key West, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Finance Division

The Division responsible for handling procurement related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFQ/RFP/ITB, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Consultant/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Proposer/ Consultant/Submitter

The Proposer whose Proposal to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Commission, and a contract will be executed for the provisions of the goods and/or services specified in this RFQ/RFP/ITB.

(iii) Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFQ/RFP/ITB. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFQ/RFP/ITB shall be directed in writing by email, to the Procurement Contact email address specified on the title page.

Answers, citing the question but not identifying the questioner, will be publicly noticed, and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this RFQ/RFP/ITB must be amended, we will issue a formal written addendum to all registered prospective Proposers via Demand Star. Addendum will be uploaded to Demand Star, available via link on the City's webpage. If necessary, a new RFQ/RFP/ITB opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a Proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFQ/RFP/ITB. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Contact. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Finance Division as having received the RFQ/RFP/ITB documents. No person is authorized to give oral interpretations of or make oral changes to the RFQ/RFP/ITB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFQ opening, whichever is earlier, any material submitted in response to this RFQ/RFP/ITB will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFQ/RFP/ITB does not, itself, in any way constitute a contractual agreement between the City of Key West and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Key West. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this Proposal prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

The City is not responsible for any expenses which Proposers may incur for preparing and submitting Proposals called for in this RFQ/RFP/ITB.

(ii) Interviews

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) Request for Modifications

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) Bid Acknowledgment

By submitting a Proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and

quality of work to be performed.

(v) Acceptance/Rejection/Modification To Submittals

The City reserves the right to negotiate modifications to this RFQ/RFP/ITB that it deems acceptable, reject any and all Proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) Submittals Binding

All Proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) Alternate Proposals/ Statement/ Proposals

Alternate Proposals and/or statements will not be considered or accepted by the City.

(viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the Proposal.

(ix) Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFQ/RFP/ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their Proposals which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All Proposals received from Proposers in response to this RFQ/RFP/ITB shall become the property of the City of Key West and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ/RFP/ITB and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)



Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (FL Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Key West, City Ordinance Sec 2-766-2-845
Cone of Silence, City of Key West Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Commission members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for

which the Proposal is submitted and may be further disqualified from submitting any future Proposals for goods or services to City. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a Proposal to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-773 Cone of Silence, 2-289 Conflict of Interest and 4.10 Disclosure of Financial Interest by Officers and Employees are applicable to this transaction.

The Cone of Silence shall be imposed on this RFQ/RFP/ITB upon its advertisement. The Cone of Silence prohibits the following activities:

Prohibited communications. A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

(1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;

(3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and

(4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

(c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;

(2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.

(A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.

(B) The city clerk shall include all written communication as part of the agenda item when publishing information related



to a particular competitive solicitation;

(3) Oral communications at duly noticed pre-bid conferences;

(4) Oral presentations before publicly noticed evaluation and/or selection committees;

(5) Contract discussions during any duly noticed public meeting;

(6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;

(7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or

(8) Purchases exempt from the competitive process pursuant to [section 2-797](#) of these Code of Ordinances;

(d) *Procedure.*

(1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The cone of silence shall terminate:

(A) At the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.

(B) At the deadline for submission of responses to the solicitation if only one vendor has responded.

(3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

(1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in [section 1-15](#) of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code [section 2-834](#) that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

1.12 SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Key West evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFQ/RFP/ITB are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Key West.

1.15 PROPERTY

Property owned by the City of Key West is the responsibility of the City of Key West. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Key West. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.



1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFQ/RFP/ITB, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFQ/RFP/ITB responses, whichever is earlier, any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records

after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Key West, is a business risk which the Awarded Proposer must assume. The City of Key West will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Key West.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Monroe County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Key West and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement



between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred to as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.

- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

1.25 EQUAL BENEFITS FOR DOMESTIC PARTNERS FOR PROCURED PROJECTS

Awarded Proposer will be required to comply with Ordinance Sec 2-799 -Provide Equal Benefits for Domestic Partners.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulates the official seal of the City or the stationery or a real or fictitious agency, department or instrumentality of the City without the expressed written authority of the City Commission or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

END OF SECTION I



SECTION 2 SPECIAL CONDITION

2.1 PURPOSE

The City of Key West is seeking a partner with experience in redeveloping spaces, bringing new life to a unique waterfront setting which was originally developed as an active city port. 402 Wall Street (Ship's Chandlery) is located within the iconic Mallory Square area of the Key West Historic District. The City of Key West is seeking a partner with experience in repurposing historic structures, bringing new life to a unique waterfront setting which was originally developed as an active city port.

The proposed ten (10) lease offers a unique opportunity to partner with the City of Key West to

- Encourage compatible forms of economic development, including educational environmental cultural and commercial development and tourism, while maintaining the overall historic character of City of Key West
- Conserve historical (and natural resources) along the waterfront and strengthen the link to other activities within walking distance of Mallory Square.

The lessee will be responsible for the cost and implementation of all repairs and upgrades as needed to fulfill the intent of their proposal and to occupy and operate the building, including but not limited to: all design efforts for a complete functional structure, new exterior openings, all new mechanical, electrical and plumbing equipment, all interior fixtures furnishings and equipment, all life safety, building code issues and ADA compliance requirements.

Respondents to the RFP are hereinafter referred to as "Proposer."

2.2 MINIMUM QUALIFICATION REQUIREMENTS

All Proposers that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

2.2.1 **Proven Track Record in Rehabilitating and Operating Similar Facilities:** The Proposer must demonstrate a successful history of rehabilitating and operating facilities comparable to the proposed project, including experience in adaptive reuse and managing properties with similar scope and requirements.

2.2.2 **Experience in Operating and Maintaining Adaptive Reuse Properties:** The Proposer must demonstrate the ability to operate and maintain adaptive reuse real estate, including addressing ongoing maintenance needs and ensuring the long-

term sustainability of the property.

- 2.2.3 Adequate Staffing and Proposer Resources:** The Proposer must confirm they have sufficient staff and consultant resources, ensuring effective and timely execution of all aspects of the project.

2.3 LICENSING

Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Successful respondent's must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Proposer must have the proper license(s) and/or certification(s) to perform what is being requested in this solicitation. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.4 EXECUTION AND TERM OF CONTRACT

The City and the Awarded Proposer shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Commission at a fully authorized meeting. If the Proposer awarded the contract fails to enter into a contract as herein provided, the award may be declared null and void, and the contract may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the City.

The duration of this lease agreement resulting from this solicitation shall prevail for a maximum of ten (10) years from the contract's initial effective date.

2.5 PROPOSAL FORMAT AND SIGNATURES

To be considered, proposals must be submitted in accordance with the City's specified instructions. The entire proposal must be resubmitted, including all executed forms, with each section signed to indicate it has been read and understood, and all response forms fully completed. Proposals should be typed or printed using black or blue ink only; the use of erasable ink is prohibited. The proposal submitted in response to this Request for Proposals (RFP) shall be printed on 8-1/2" x 11" white paper and bound; shall be clear and concise, tabulated, and provide the information requested. Any corrections must be initialed.

Proposals submitted by corporations must be signed in the corporate name by the President or another authorized corporate officer, along with documentation verifying the authority to sign. The corporate address and state of incorporation must be listed beneath the signature.



Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.6 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name of the Proposers. In order to be deemed responsive the proposals must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 4 of this solicitation. The City of Key West shall be the sole judge in determining Proposer's qualifications.

The City anticipates awarding a single contract but reserves the right to award multiple contracts if it is determined to be in the best interest of the City.

The Proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposers have been authorized by the appropriate level of authority within the City, and an agreement has been executed by both parties and approved by the appropriate level of authority within the City.

The City reserves the right, at its sole discretion, to inspect any or all of the Proposer's facilities to assess their ability to meet the contract requirements. Additionally, factors such as the Proposer's responsibility, responsiveness, financial stability, experience, staffing, equipment, materials, references, and past leasing history with the City or other state and local government agencies in Florida, or comparable private entities, will be considered during the evaluation and award process for the Agreement.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked Proposer determined by the Selection Committee, or it may re-solicit.

The City reserves the right to reject all proposals, to waive non-material, technical variances, or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may, in its discretion, waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

The City's Selection Committee will evaluate proposals and will select the Proposer/proposal which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

The Evaluation Process aims to assess the proposals submitted in response to this Request for



Proposal and identify the most advantageous Proposer/proposal, designated as the highest-ranked firm or individual (No. 1). Each proposal will be evaluated by the Selection Committee members following the procedures outlined in this document.

PHASE I – EVALUATION

In a publicly noticed meeting, a Selection Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Selection Committee to allow each Proposer an opportunity to provide the Selection Committee with additional insight regarding their proposal and that of the qualifications of the firm/individual.

Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories listed below. The points awarded for each Category will be totaled, ranked, and tabulated to determine the top ranked Proposer to provide the City Commission. Should the number of Proposers exceed three (3), the Selection Committee will provide the City Commission with a ranking of the “shortlisted” firms/individuals.

PHASE II – SELECTION

The Selection Committee will submit their tabulated scores and Proposer’s ranking to the City Commission for their consideration to award the contract. The City Commission may accept the ranking recommendations of the Selection Committee and may request firms to give a presentation and/or answer questions, amend rankings, or reject all proposals. The City Commission will make the final selection. The City shall not be responsible for any costs of preparation or costs incurred in relation to any opportunities for an interview.

Subject to approval by the City Commission, a contract may be awarded to one or more Proposer deemed the most responsible and responsive, based on the selection criteria. Any award will be contingent upon the execution of a contract, which must be in a form and substance approved by the City Attorney. The City of Key West reserves the right to reject proposals from vendors currently involved in litigation with the City or those with a history of prior lawsuits against the City.

Proposers should note that the City requires a background check for lessees. Any felony conviction within the last seven (7) years is subject to disqualification.

EVALUATION CATEGORIES – PHASE I & II

Evaluation Criteria - Proposals will be scored and ranked by the Committee, based on the following criteria and points:

| Category | Points |
|----------|--------|
|----------|--------|



| | | |
|----|--|----|
| 1. | <p>Experience:</p> <p>a. Successful track record of rehabilitating and operating facilities similar to the proposed Project.</p> <p>b. Demonstrated ability to operate and maintain adaptive reuse real estate projects once completed, including addressing on-going maintenance needs.</p> <p>c. Sufficient staff and consultant resources.</p> | 30 |
| 2. | <p>Financial Capacity:</p> <p>a. Proven ability of Proposer to possess or attract equity and debt capital for projects similar in scope and cost to the proposed 402 Wall Street (Ship's Chandlery) Project as evidenced by:</p> <ul style="list-style-type: none"> i. Financing comparable projects. ii. Access to sufficient debt and equity for the project proposed. iii. On-going relationships with financial sources. | 25 |
| 3. | <p>Project Vision and Key Objectives:</p> <p>a. Consistency of proposed vision and objectives for the project discussed.</p> <p>b. Responsiveness to key objectives.</p> <p>c. Fit and synergies of proposed use(s) and improvements with surrounding land uses.</p> <p>d. Overall ability of the project to add to the vitality of the surrounding Mallory Square area</p> | 25 |
| 4. | <p>Feasibility:</p> <p>a. Evidence of ability of the Proposer to attract necessary public and private investment for the 402 Wall Street (Ship's Chandlery) Redevelopment Project.</p> <p>b. Feasibility of the concept to address the needed physical improvement to and retrofit of 402 Wall Street (Ship's Chandlery) in the near term.</p> <p>d. Cash flow projections that demonstrate the project, once operational, will meet all lease, debt service and operating</p> | 20 |

| | |
|---------------------|------------|
| expenses. | |
| Total Points | 100 |

2.7 DUE DATE

All proposals are due no later than **Monday, May 5, 2025, at 3:00 P.M. EST**. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Key West. The City of Key West cannot be responsible for proposals received after opening time and encourages early submittal.

All information required by the Request for Proposals must be supplied to constitute a regular submittal.

2.8 INSURANCE REQUIREMENTS

Successful Proposer shall maintain, at their sole expense and during the term of this Agreement, all insurance requirements in accordance to Exhibit A.

Please Note: The certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of Insurance (COI), reflecting evidence of the required insurance, shall be provided to the City, in accordance with policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At the time of the award, the selected Proposer must provide a Certificate of Insurance and a Declaration of Coverage Page, which must list the City of Key West as an additional insured on each of the policies mentioned above.

EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed in the proposal. Any exceptions to these Sections may be cause for the proposal to be considered non-responsive.

2.9 INQUIRIES

Any questions regarding this solicitation shall be directed in writing to the Procurement Contact via email at lucas.torresbull@cityofkeywest-fl.gov. All inquiries must have in the subject line the following: **RFP No. 25-006 – Historic Building Rehabilitation Lease and Adaptive Use, 402 Wall Street, Key West, Florida 33040**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email **on or before 3:00 P.M. on Thursday, April 17, 2025**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers on Demand Star, also available via link on the City's website.

2.11 VERIFICATION OF INFORMATION

The City may verify the information submitted by the Proposer and may obtain and evaluate additional information, as it deems necessary to ascertain the Proposer's ability to perform under this solicitation. The City shall be the sole judge of a Proposer's ability to perform, and its decision shall be final.

2.12 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

2.12.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other Proposers, does not adversely impact the interests of other firms or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.12.2 The City reserves the right to disqualify Proposers during any phase of the competitive solicitation process and terminate for cause, any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.13 BACKGROUND INFORMATION

The City reserves the right, prior to awarding the contract, to request additional evidence of a Proposer's qualifications as deemed necessary. The City may consider any available information regarding the Proposer's financial, technical, and other qualifications, including past performance



and experience with the City.

2.14 REFERENCES

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Proposer's submission of an RFP constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposer's qualifications.

2.15 RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs not identified in the Proposer's proposal.

END OF SECTION 2

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SECTION 3

SCOPE OF SERVICES

3.1 BACKGROUND/HISTORY OF THE SITE

Key West is an island city measuring approximately 4 miles in length and 1.5 miles in width. Located at the southernmost point of U.S. Highway 1, it is situated 153 miles southwest of Miami, Florida, and 93 miles northwest of Havana, Cuba. Key West serves as the county seat of Monroe County and encompasses the entire island, along with a portion of neighboring Stock Island to the northeast. The city's economy is primarily driven by tourism and commercial/charter boat fishing. A significant portion of the workforce is employed in the service industry, along with positions in government agencies and schools.

The City's estimated permanent population in 2023 was 25,000. In addition to its residents, Key West is a world-renowned tourist destination and a favored location for second homes. On any given day, the total population in Key West—including permanent residents, seasonal residents, the maritime population, overnight tourists, day-trippers, cruise ship visitors, commuters, and shoppers—is estimated to exceed 50,000. This number can surge significantly during major events such as Fantasy Fest or New Year's Eve.

Mallory Square

Mallory Square is the most iconic waterfront public space in Key West, where visitors and locals gather for Sunset Celebration, the evening hours with performers, artists, and food make the square a one-of-a-kind vibrant experience for all. Located in the northwest end of the island, the square is surrounded by significant and outstanding buildings that narrate the history of the mercantile and maritime activities that once drove the island's economy. No other waterfront space on the island still retains as many historic buildings within its adjacent surroundings.

The square as it is conformed today dates to 1881, when three plotted lots were combined to establish a working private port developed by Asa F. Tift. Before the three lots were used to store and sell shipwrecked salvage artifacts. By 1906 the port was sold to the Mallory Steamship Company, presided over by Henry Rogers Mallory, a third-generation shipbuilding and freight transportation entrepreneur. With the construction of the Florida East Coast Railway by Henry Morison Flagler, Key West consolidated its operations as a major port due to its geographical location.

Through the years Key West became an active freight and passenger port that connected New York City, Boston, Galveston, and Philadelphia to Havana, Cuba. In 1932 the Mallory family sold the property to The Clyde Steamship Company. In the next twenty years, the wharf and its buildings were sold to two different companies, the last one being the Gulf Atlantic Transportation Company. On August 30, 1952, the City of Key West purchased the property and on February 16, 1962, the city held a formal dedication of Mallory Square.

402 Wall Street; Ship's Chandlery

This warehouse structure is the oldest remaining commercial building in the City of Key West, built by Amos C. Tift and Co. between 1837-1841 as a ship's chandlery. The building is one of three adjacent structures that include an icehouse to the south and a large cistern to the west. The warehouse was constructed of 1'-7" thick, rough dressed load-bearing limestone rubble walls which were parged with a cementitious coating. Metal tie-rods, required to resist lateral thrust remain evident at the tops of the masonry walls. Original arched door openings on the north and east side were closed with heavy timber doors and shutters with iron strap hinges, as were two smaller openings on the north side. These openings were infilled with modern windows as part of the 1962 renovation campaign. There is photographic evidence (ca1880) that the original hip-roof was constructed of timber framing members with wood plank roofing. The structure was severely damaged in the fire of 1886 and was reconstructed on the original walls in 1889. In 1962 it was fully remodeled for use by the Key West Chamber of Commerce. All existing partitions, ceilings, wiring and plumbing were done at that time. While no original drawings have been found of the ship's chandlery, the building was documented by the Historic American Building Survey in 1967. Documents are held in the Library of Congress under the title HABS FLA 44-KEY, Tift & Company, Ships Chandlery & Icehouse, Mallory Square, Key West, Monroe County, FL.

3.2 CONSTRAINTS AND GUIDELINES

REHABILITATION GUIDELINES – 402 Wall Street (Ship's Chandlery)

Rehabilitation is defined in the Secretary of Interior's Standards for the Treatment of Historic Properties as, "the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. The Rehabilitation Standards acknowledge the need to alter or add to a historic building to meet continuing or new uses while retaining the building's historic character". While changes may be permitted to the building, the minimum requirement for proposals would be to maintain the integrity of the exterior envelope of the building.

All repairs, alterations and improvements, whether interior or exterior, shall be in accordance with the Florida Building Code and the Key West Historic Architecture Guidelines, and will be subject to review by the Key West Historic Architectural Review Commission. The Lessee will be responsible for obtaining all required approvals and permits. Listed below are significant character-defining features that must be retained when considering rehabilitation of 402 Wall Street. This list is not meant to be definitive or comprehensive but rather offers guidance for the potential Lessee.

Exterior Character Defining Features:

- Form: The basic form of the building, its symmetry and proportion, rectilinear form and low slope hip roof is fundamental to its architectural character and may not be altered.



- Setting: Also vital to the building's character is its location, on the main circulation corridor into Mallory Square and adjacent to other significant historic structures and having open unfenced access adjacent pedestrian areas.
- Design: This structure is defined by its original utilitarian industrial design with open floor plan, load bearing masonry wall, exterior cementitious coatings, interior exposed timber ceiling throughout and arched exterior openings with heavy timber storm shutters.

CONSTRAINTS and GUIDELINES:

1. The proposed project shall be subject to internal City of Key West review and approvals including, but not limited to review by the Historic Architectural Review Commission and City Commission.
2. All rehabilitation and redevelopment will be consistent/conforming with the criteria listed in this request.
3. Proposers must demonstrate financial capability, expertise and relevant experience in redevelopment of historic structures and subsequent management as a profitable business nor self-sustaining non-profit organization.
4. Lease duration of properties within the Mallory Square Development Zone is a maximum of ten (10) years.
5. Proposals shall be consistent with the recommendations of the Mallory Square Master Plan 2024, including contiguous unfenced pedestrian access around the structure.
6. All proposed work on the structure(s) shall comply with the Florida Building Code, Secretary of Interior's Standards for Rehabilitation, and the National Park Service Guidelines on Flood Adaptions for Rehabilitating Historic Buildings and FEMA Floodplain Management Bulletin for Historic Structures, and the City of Key West Historic Architectural Guidelines and any applicable City Code regulation.
7. While all proposals will be evaluated based on the stated criteria and ranking, proposals favoring public use, cultural and environmental stewardship and education and /or the interpretation of the history of Key West are most desirable. The city believes that this new use of this structure should reflect and be reminiscent of its original mercantile / industrial use.
8. Rehabilitation and redevelopment shall be at no cost to the City of Key West.

Other appropriate uses include but are not limited to:

- i. Food Service, commercial development, special events

- ii. Expanded hours of operation conducive to the revitalization of the Square
- iii. Interpretation of History, Arts and Culture
- iv. Technology
- v. Indoor /Outdoor activities
- vi. Recreation and Entertainment
- vii. Exhibition and performance
- viii. Environmental and Sustainable education

9. This property is currently zoned Historic Public and Semi-Public Services District. The City is in the process of preparing a rezoning proposal for consideration by the Planning Board and City Commission. Final approval of any rezoning, inclusive of permitted and conditional uses, shall be pursuant to the City's Land Development Regulations, by the City Commission.

3.3 PROPOSAL SUBMITTAL INSTRUCTIONS

Response Content

The City requires Proposer's to submit a concise narrative clearly addressing all the requirements outlined in this RFP. Responses must include, at a minimum, the following sections in the order indicated. Total proposal length (not including required forms, addendums, resumes, Sworn Statements, or Affidavits) will not exceed 10 double (20 single) side pages.

Tab 1. Cover Letter

Provide a letter of introduction with a brief description of your firm, indicating the location of primary office for the performance of the study, the type of firm, areas of specialization, project lead, and any staff members who would participate in the analysis, meetings and report.

- Include a company name, a contact name and title, contact information, website address, and any sub-contractors who would be used.
- The name, title, telephone number and email address of the individual within your firm who will be City of Key West primary contact concerning this Request for Proposals.
- The primary contacts name, title, telephone number and email address for each sub consultant who will perform work under this contract.
- A statement to the effect that your firm is willing to perform all services identified and will abide by the terms of the Request for Proposals, including all attachments.

Tab 2. Conceptual Plan/Design

A statement of the physical project concept is required to include:

- A site plan illustrating the extent of proposed development, access points, site circulation, general configuration of uses, etc.
- Floor plans illustrating internal building program.

- Development program in table format indicating the type of use, square footage of use.
- Occupancy capacity calculations
- An itemized description of all modifications to the structure, specifically any modification to historic fabric and the reason stated modifications are required.

Tab 3. Development Team Information

Organization Form, Team Members, Personnel:

- Provide a complete identification of the developer and all associated team members (participating firms), the specific legal entity description and the jurisdictions under which the developer is organized, the principal representatives of each participating firm, evidence of management continuity within each major participating firm, and identification of the individual(s) authorized to negotiate and bind the developer are required.
- The development team information must include adequate information to permit a preliminary assessment of the Proposer's current organizational strength and capacity to successfully undertake the project for each member of the development team;
- Relevant Experience:
- Proposals shall describe the relevant experience of each participating firm in the planning, redevelopment, historic rehabilitation, financing and management of similar projects. Include evidence that the developer is financially solvent / stable and has a track record of securing financing of a similar magnitude and complexity.
- Proposals shall also include a minimum of three (3) references who may be contacted regarding each participating firm's role and performance in connection with similar projects, along with the express written permission to contact these references. References shall include name, affiliation, address and telephone number.

Tab 4. Management Team

Describe the proposed management team that will be responsible for managing day-to-day activities of 402 Wall Street (Ship's Chandlery) once redeveloped. List all principals, firm background, and experience and provide examples of comparable projects that have been undertaken. Proposer's should include current resumes for all members of the management team.

Tab 5. Project Management Plan

A description of the project management plan addressing the issues set forth below is required. - Technical services to be provided by the developer and each member of the development team; - Organization of the development team, responsibilities for project management, specific experience of each team member.

Tab 6. Development Costs

An estimate of total costs for redevelopment shall be submitted in sufficient detail to permit evaluation. Development costs shall identify major line items, including but not limited to:

- Architectural, engineering, interior design and other third-party soft costs.
- Project overhead and management.
- Total rehabilitation costs broken down into:
 - Initial rehabilitation costs
 - Interior build out costs by tenant / use
 - Financing fees and construction loan costs, as applicable; -
 - Development fees.

A successful proposal will also include, as available, a qualification and letter of commitment from bondable general contractor(s) for all construction or rehabilitation that is to be completed.

Tab 7. Financial Plan

Provide an in-depth Financial Plan detailing the sources of capital, terms, and describing the financial resources of the development team and financial capacity to complete the project. The Financial Plan must outline the prospective financing and contain:

- Sources and Uses section. These shall include but not be limited to equity investment, senior term debt, subordinated debt, tax credits, and grant funds from Federal, State, local, or private sources.
- The Financial Plan must identify the specific investment to be made by the developer, as well as any credit enhancements or additional security.
- The Financial Plan must also present a budget for the ongoing maintenance and management of the rehabilitated 402 Wall Street (Ship's Chandlery).
- The submission should include proposed terms and conditions of a sale and ground lease. For the ground lease, include minimum annual rents, any contingent rent, and any requested special consideration or conditions. Discuss, at a general level, Respondent's proposed ground lease terms for the project envisioned.
- At a conceptual level, propose a financial structure for the rehabilitation and adaptive reuse of former 402 Wall Street (Ship's Chandlery).
- Provide an overall (total) development budget, including all hard and soft costs from preconstruction through occupancy. Explain the basis for the cost estimates.
- The submission should include a disclosure of competitive projects that the developer is involved in, as well as any previous or ongoing bankruptcy or litigation. Proposers should provide a list of banking references for previous projects that are similar in nature.

Tab 8. Schedule of Accomplishments

A schedule delineating the pre-design, design, design review, historic approvals, rehabilitation and interior build out, operation, and management phases of the development is required. Included in this schedule should be a delineation of any public participation that will be used by the developer to solicit input.

Tab 9. Special Conditions

All special conditions that the investor/developer may offer or request from the City of Key West are required to be listed. The investor/developer will need to elaborate on costs, terms, payment amounts, conditions, timing and such other pertinent factors, if selected for further negotiations.

Tab 10. City Forms

Proposers shall complete and execute the forms specified below in this RFP, as well as copies of all business licenses and receipts for business tax and shall include them in this section:

Forms:

- Anti-Kickback Affidavit
- Public Entity Crimes Form
- City of Key West Indemnification Form
- Equal Benefits for Domestic Partners Affidavit
- Code of Silence Affidavit
- Non-Collusion Affidavit
- Local Vendor Certification
- City of Key West E-Verify Affidavit
- Noncoercive Conduct Affidavit
- Scrutinized Companies Certification

For requests for proposals in which objective factors are used to evaluate the responses from vendors and are assigned point totals, if, upon the completion of final rankings (technical and price combined, if applicable) by a selection committee or the city commission, a qualified and responsive nonlocal business is the highest ranked proposer and the ranking of a qualified and responsive local business is within five percent (5%) of the ranking obtained by the qualified and responsive nonlocal business, the highest ranked qualified and responsive local business shall have the opportunity to submit an offer to match the price offered by the highest ranked qualified and responsive nonlocal business within three (3) working days of a notice of intent to award. If such highest ranked local business submits a price that fully matches the price of such highest ranked qualified and responsive nonlocal business, or the original price of the highest ranked local business is equal to or less than that of such highest ranked nonlocal business, then such local business shall proceed to negotiations with the city. If the highest ranked qualified and responsive local business declines or is unable to match the price of the highest ranked qualified and responsive nonlocal business, then the city shall proceed to negotiate with such highest ranked nonlocal business.

3.4 ASSIGNMENT

The awarded Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any of its rights, title, or interest, nor delegate its authority to execute the contract to any person, company, or corporation without the prior written consent of the City. The City Commission reserves the right to withhold such consent at its sole discretion, for any reason.



3.5 CONTRACT CANCELLATION

The City of Key West reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to the Awarded Proposer, and Awarded Proposer reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred-twenty (120) days written notice to the City Manager. In the case of cancellation by the Awarded Proposer, reparations must be paid to the City in the amount of 50% of the contract amount.

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