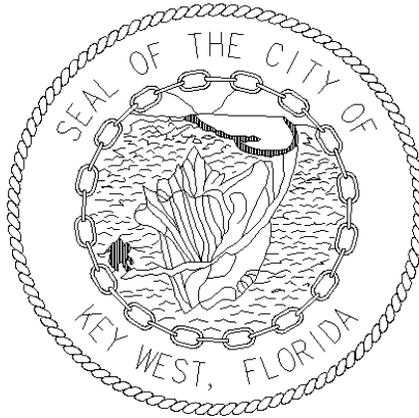


# Request for Proposals



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RFP # 008-21

## BAHAMA VILLAGE “3.2” Affordable Workforce Housing Project

September 15, 2021

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MAYOR: TERI JOHNSTON

COMMISSIONERS:

GREG DAVILA

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

CLAYTON LOPEZ

MARY LOU HOOVER

**INFORMATION TO PROPOSERS**

SUBJECT: REQUEST FOR PROPOSALS RFP NO. 008-21 BAHAMA  
VILLAGE “3.2” Affordable Workforce Housing Project

ISSUE DATE: SEPTEMBER 15, 2021

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

DELIVER RESPONSES TO: SAME AS ABOVE

RESPONSES MUST BE  
RECEIVED: OCTOBER 20, 2021

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

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**PART 1**  
**RESPONSE REQUIREMENTS**

## A. INTRODUCTION

The City of Key West and its community members seek partners to help realize a long-anticipated community-based affordable housing development at the junction of Fort Street and Petronia Street. This central Bahama Village site functions as a gateway for members of the Bahama Village neighborhood and provides access to world-class Truman Waterfront Park, the Ft. Zachary Taylor State Park, and Atlantic Ocean. This location is already poised to provide significant services to future residents, with the adjacent CHI health center, nearby Frederick Douglass Gym, and future Frederick Douglass Community Center.

## B. BACKGROUND

Almost one half (41%) of the population of Bahama Village are people of color. Many residents are multi-generational descendants of Bahamian settlers, and there is a strong connection to the history and culture of the neighborhood. Racial inequity has left this part of the island with a lack of resources and higher poverty rates. The average renter income is \$32,213, (less than 30% of AMI) and median owner income is \$97,171, far lower than other areas of Key West. Bahama Village community members have articulated their strong desire for this project to rectify past racial inequities and provide previously unattainable access to rental and homeownership opportunities.

In recent years, Bahama Village has been subject to gentrification. The City of Key West has a goal of preventing the displacement of its valued residents including those that are either currently living in this neighborhood or have been previously displaced due to socioeconomic factors that preclude their participation in the housing market. Careful consideration of these and other facts provides the underpinning of this Request for Proposals (RFP).

The City's intent for this redevelopment is to stabilize Bahama Village and provide full and fair access to the future opportunities for the existing residents and business owners to enjoy participation in the planned housing and commercial redevelopment. The selected developer will provide a marketing plan that addresses how it will ensure the greatest level of access is provided as a preference to the current residents of Bahama Village. It should also be noted that the City will to the best of its ability require a first right of refusal related to the subsequent resale of any of the for-sale units to ensure the preservation of long-term affordability for the Bahama Village residents.

Toward that end, the City is seeking proposals that strive to meet objectives related to affordable housing options for rental and homeownership outlined in Section J, and to ensure compatible and intelligent planning and design features that honor and enrich the surrounding community, its history, and its historic architecture. Diversity, inclusion, and equity in access to housing, government contracting, and small business development are also highly valued in this process.

The successful proposer will enter into an agreement with the City/LRA in substantial conformity with the RFP & proposer's response.

## C. PROPOSAL REQUIREMENTS

### General Instructions

1. All proposers must carefully read and examine the Request for Proposal before submitting a proposal. The failure of a proposer to read and examine the Request for Proposal shall be at the proposer's own risk.
2. Proposers are required to submit one hard copy and (2) electronic copies to the City of Key West Clerk's Office at 1300 White Street, Key West, Florida no later than 3:00 P.M., October 20, 2021.
3. Proposals received after the above stated deadline time and date may not be considered. Proposals timely received at the aforementioned time shall be forwarded to the Selection Committee for review.
4. Proposers shall submit proposals via PDF bearing City logo or name at the top or bottom of each page. Proposers shall respond to each question, issue, and technical specification in the order it is requested in this RFP. **Proposal content, not including forms, affidavits, and addenda, may include no more than twenty (20) double sided pages.**
5. Proposal Content responses must contain the following information in the following order:
  1. Cover Letter/Statement of Interest
  2. Table of Contents
  3. Executive Summary/Proposal Narrative
  4. Qualification Statement/Team Experience Overview
  5. Proposed unit mix, including estimated rental and sales prices for unit types, and preliminary total development cost budget
  6. Conceptual site plan and optional renderings for redevelopment site
  7. Proposed timeline and Bahama Village Marketing plan
  8. Project references and contact information for the last 3 projects completed
  9. Required Forms & Affidavits
  10. Addendum acknowledgement
6. Pre-printed advertisements, brochures, and promotional material may be attached as additional information, but shall not serve as a substitute for a specific response. Attachment of brochures instead of the written response request will be grounds for disqualification or devaluation. A simple "yes" or "no" answer alone will not be acceptable unless clearly requested; an explanation shall be provided for each question/issue listed in this response outline.
7. The City requires that proposers' responses to this RFP shall remain in effect for a period of (120) one-hundred-twenty days following the closing date of the RFP, in order to allow adequate time for evaluation, approval, and award of contract. Any proposer who does not agree to this condition shall specifically communicate in its proposal such disagreement to City, along with proposed alternatives. City may accept or reject such proposed alternatives without further notification or explanation.

## D. EXPLANATIONS AND CLARIFICATIONS

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to Donna Phillips, City of Key West Planning Department, at [donna.phillips@cityofkeywest-fl.gov](mailto:donna.phillips@cityofkeywest-fl.gov).

Proposers are responsible for clarifying any perceived ambiguity, conflict, discrepancy, omission, or other error in the RFP before submitting its proposal. If a Proposer finds any such ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Proposer will immediately notify the above mentioned in writing, through the above contact and request modification or clarification. City, if appropriate, may make modifications or clarifications by issuing a written response to all known Proposers and/or whose names appear as having received this RFP.

## E. PRE-PROPOSAL CONFERENCE

A MANDATORY pre-proposal conference will be held at **10:00 a.m. on September 22, 2021**. The Proposers are responsible for any information, statements or requirements discussed at the pre-proposal conference. The location of the conference will be the City Manager's Conference Room on the 2<sup>nd</sup> floor of Key West City Hall, 1300 White Street, Key West, Florida. Written questions may be submitted for inclusion in the pre-proposal conference until 1 p.m. the previous day to the Project Manager, Donna Phillips. Virtual attendance is permitted for the pre-proposal conference and can be accessed through Zoom:

<https://cityofkeywest-fl-gov.zoom.us/j/83304986623?pwd=dDI2NVRYYlh6cTRib2ZpTzJvdY81Zz09>.

The meeting ID is 833 0498 6623; the meeting passcode is 419786; or, dial in at +1 646 558 8656.

Questions will also be taken from the floor during the conference. Final questions on the RFP will be accepted until 5:00 p.m. EST September 29, 2021. Answers will be provided as soon as possible but no later than October 6, 2021.

## F. RFP SCHEDULE

<b>Event</b>	<b>Date</b>
<b>Issuance of RFP</b>	<b>09/15/2021</b>
<b>Pre-Proposal Conference</b>	<b>9/22/2021</b>
<b>Deadline for questions</b>	<b>9/29/2021</b>
<b>Deadline for answers</b>	<b>10/6/2021</b>
<b>Deadline for proposals</b>	<b>10/20/2021</b>
<b>Proposal Evaluation Period</b>	<b>10/20/2021- 10/27/2021</b>
<b>Proposer Selection by Committee</b>	<b>10/27/2021</b>
<b>Final Selection Commission Approval</b>	<b>11/16/2021</b>

## G. PROPOSAL EVALUATION

### 1. Selection Committee

The duties of the Selection Committee will be to review and consider all timely submitted written proposals. The Selection Committee will utilize an evaluation form and rating scale to assess each proposal. Selection of a proposer or proposers may be based on the written proposals, at the discretion of the Selection Committee, and site visits may be used in the final selection process.

### 2. Process

The proposer should be available in person or via Zoom/telephone during the evaluation process in the event that the Selection Committee has questions. Additionally, proposers may be required to make presentations to the Bahama Village Redevelopment Advisory Committee and/or the Key West City Commission. The Selection Committee will rank all proposals based on the criteria established below. A representative of the City will enter contract negotiations with the selected proposer(s) to obtain a fully executed written contract.

### 3. Evaluation Criteria

- 1) Quality, clarity, and responsiveness of the proposal in conformance with submission requirements outlined below.
- 2) Capability of providing administrative, professional, and technical resources for the services requested.
- 3) Financial planning capabilities of the proposer.
- 4) Past performance in providing affordable housing developments.

**4. Scoring for Proposal**

- 1) Proposal responses will be scored using the selection criteria in the section below (H. Selection Criteria) and measured by the quality of answers provided in the Proposal Content.
- 2) The Selection Committee will assign a value score to each proposer response to each question in the Proposal Content and rank proposers accordingly.
- 3) Proposal is limited to a maximum of **20 pages, front and back, not including forms, affidavits, and addenda**, and must adhere to the standards outlined in General Instructions portion of these documents.

**5. Final Selection**

- 1) The City Commission shall review the Selection Committee’s rankings and shall select the winning proposal at their regularly scheduled meeting on November 16, 2021.

**H. SELECTION CRITERIA**

<b>SELECTION/RANKING CRITERIA</b>	<b>POINTS ALLOWED</b>
Proposer’s history and experience in performing similar projects (including subconsultant teams) through examples and references.	0-10
Conceptual site plan that captures all the elements and considerations described in the scope.	0-10
Proposed rental rate schedule including the unit mix, number of units, income levels served, & flexibility for lower income families. (Reference Section J)	0-25
Permanent affordability measures for owners and renters. Marketing plan for existing resident priority.	0-10
Depth of expertise in historic preservation	0-10
Financial packaging & Leverage of proposal	0-15
Connectivity, Landscape/streetscape, public art	0-5
Public participation methodology and expertise	0-5
Inclusion of Minority and Women Owned Business Enterprises	0-5
On-site Amenities Proposed	0-5
<b>Total Points</b>	<b>0-100</b>

## I. ELIGIBLE APPLICANTS

Eligible proposers under this RFP may include one entity or a team of several entities, including any of the following: for-profit or non-profit housing developers, joint ventures, resident services providers, or other services agency. Applicants that include several entities should include a lead entity which has demonstrated experience and capacity in the development and management of affordable housing and preferably have successfully completed affordable housing projects of similar size and complexity as the proposed project, within the past fifteen (15) years. Proposers shall provide documentation sufficient to evidence that it has met the requirements enumerated below.

Each proposer responding to this RFP should preferably have within its team direct successful experience in the following areas. Please provide narrative answers in your overview section.

- 1) Experience in the revitalization of neighborhoods and strategies that achieve the prevention of displacement of existing residents.
- 2) Development, construction, and management of affordable housing.
- 3) Experience in site preparation and infrastructure development on similarly situated sites.
- 4) Successfully applying and closing on low-income housing tax credit, Sail, HOME, CDBG-DR or other state and federal housing finance programs administered by the Florida Housing Finance Corporation.
- 5) Real estate development and financing strategies that maximize utilization of scarce affordable housing funding resources.

## J. SCOPE OF WORK / PROJECT DESCRIPTION

### **Affordable Housing Goals**

**Proposed Unit Reservations by Housing Type and Percentage.** The following represents the City's goal to provide the greatest opportunity for the residents of the Bahama Village neighborhood. The City endeavors to focus on housing designed to accommodate its low and moderate-income families. **One hundred percent (100%) of all housing developed under this RFP shall be restricted as affordable work force housing, whether homeownership or rental housing.**

The developer will provide a marketing plan and outreach campaigns aimed to reach the existing minority residents through local groups, community organizations, social media channels, schools, churches, and social clubs to ensure a wide distribution of the announcement of housing availability in the neighborhood.

**The following categories represent the City's housing goal for this development opportunity. It should be clear that they are NOT MANDATORY.** Proposals that meet or exceed the intent and direction of the reservations schedule below, will be scored higher. The final schedule will be negotiated with firm commitments between the City and the winning bidder. All references made to income/rent limits are to reflect the 2021 Monroe County, Florida, area median income, adjusted for household size, as the basis for calculations (attached as Appendix I).

- **Homeownership units – Up to 30% of the total units to be developed on the site are preferred to be for-sale units.**
  - **100% of the on-site for-sale dwelling units shall be deed restricted in perpetuity for affordable workforce units.**
  - The on-site affordable work force **homeownership units must be deed restricted in perpetuity**. The ownership model must allow for some equity building for owners, while ensuring units remain affordable at the same income level over time.

**Desired reservation goals by income category:**

- **Up to 20%** of on-site for-sale dwelling units accessible to individuals with a median household income of **60% AMI or less**.
  - **Up to 30%** of on-site for-sale dwelling units accessible to individuals with a median household income of **60%-80% AMI or less**.
  - **Up to 50%** of on-site for-sale dwelling units accessible to individuals with a median household income of **80%-140% AMI or less**.
  - Proposals that incorporate innovative loan products offering flexibility in credit scores and debt to income front and back-end ratios will receive higher weighted ranking.
  - Proposals that show proposed sales prices that require less in total down payment subsidy for the buyers at 80% AMI or below will be scored higher.
- **Rental dwelling units – 70% of the total units to be developed on the site reserved for rental is preferable.**
    - **100% of the new rental dwelling units shall be deed restricted in perpetuity for affordable workforce units.**

**Desired reservation goals by income category:**

- **At least 50%** of the rental dwelling units must be accessible to individuals with a median household income of **60% AMI or less. 30% of the 50% total to be available at 30% AMI or less.**
- **Up to 30%** of the rental dwelling units accessible to individuals with a median household income of 60%-80% AMI or less.
- **Up to 20%** of the rental dwelling units accessible to individuals with a median household income of **80%-140% AMI or less**.

**On-site Amenities**

- Proposal scoring/ranking shall prioritize projects that provide on-site resident programs above and beyond the minimum requirements for Florida Housing Finance Corporation funding: after school program for children, adult literacy, employment assistance program, family support coordinator, financial management program, or homeownership opportunity program.

## **Marketing Plan for Housing**

- The selected developer will provide a marketing plan to ensure the greatest level of access is provided as a preference to the current residents of Bahama Village. It should also be noted that the City will, as legally permissible, require a first right of refusal related to the subsequent resale of any of the for-sale units to ensure the preservation of long-term affordability for the Bahama Village residents.

## **Subject parcel description**

- The parcel at 918 Fort Street (Parcel 00001630-000801) is the primary target property for the housing component of this project. A portion of Parcel 00001630-000801 may allow for direct frontage on E. Quay Road/Butler Blvd as depicted in Appendix A, Site Map.
- **Parcel ID** - 00001630-000801, 918 Fort Street, this project may access approximately 3-4 acres within this parcel. A survey of this area is included as Appendix B, Site Survey.

## **Site Control**

- Property within the boundaries of the Bahama Village CRA may be leased for a maximum of twenty (20) years unless otherwise approved through a city-wide referendum. The City supports establishment of site control for its development partner through pursuit of a 50 to 99 year lease as required for financial planning purposes.
- **Note:** Simultaneous with this RFP, the City is reviewing the required referendum procedure to ensure that upon approval by the citizens of Key West, the property will be available through a ground lease for redevelopment.
- **Note:** The 3.2 acre site has been assessed by an environmental management firm and a proposed remediation plan is due shortly. Assessments are attached as Appendix C. The City may investigate its options for obtaining financial resources to ensure the remediation occurs to residential standards. The proposer should acknowledge a willingness to assist the City in locating funding sources for an environmental contingency to cover the costs of remediation should it be necessary.
- **Note:** As explained below, the City may support the pursuit of a referendum to permit structures within this affordable workforce housing project to surpass 35 feet in some areas, if necessary.

## **Zoning and Site Development Standards**

- The City has recently approved a new zoning district for these parcels called the Bahama Village Truman Waterfront Historic Neighborhood Commercial Zoning district (HNC-4). The residential density is forty (40) units per acre. Associated Land Development Regulations for this zoning district are attached as Appendix D.
- Although the height limit for this parcel is thirty-five (35) feet per deed and zoning district, City staff support, at a maximum, three floors of housing above parking, and recognizes the importance of construction in a special flood hazard area, and encourages the proposer to consider federal flood elevation requirements and the City's Special Flood Protection Building Height Exception (Section 122-1149) and associated guidelines. The proposed heights must be compatible with Key West historic district guidelines. City staff support a

graduated height plan with less height adjacent to Fort Street and higher structures interior to the parcel.

### **Connectivity**

- Careful consideration of how Bahama Village neighborhood residents will access and utilize this site and connect to adjacent amenities, including the city athletic fields, the Amphitheater, and the Truman Waterfront Park, is critical. Conceptual multi-modal pathway design should demonstrate accommodations for persons of all generations, and may include amenities such as places to sit in the shade, or interactive public art.
- The proposer shall indicate willingness to analyze the feasibility and benefits/drawbacks of extending Petronia Street west through the 3.2 acre site to culminate near the Naval Air Station Key West (NASKW) Truman Annex checkpoint on Evans Street. The proposer may also choose to analyze the feasibility of constructing a new roadway along the southern end of this parcel within the fifty (50) foot setback from the NASKW as primary ingress to the site from the south. These options may include vacation of Allen Street (the street immediately south of the NASKW) telecommunications tower).
- The City of Key West is party to a settlement agreement that requires ingress and egress from the City to Truman Waterfront Park, separate and apart from Southard Street; no proposed closures that would violate required access from the City (or Bahama Village specifically) to the park will be considered as part of this RFP.
- A separate development opportunity is in the planning phase for the adjacent historic “Diesel Plant” structure spanning 100 Angela, 709 Fort Street, and 101 Geraldine. The City anticipates that the history of the historic contributing Diesel Plant structures will be highlighted in some way through their reuse. Preferred responses to this Request for Proposals will contemplate complimentary and cohesive urban design features given the proximity of this housing development to the historic Diesel Plant.
- Fort Street is adjacent to this project area. City staff supports the eventual extension of Fort Street through to Angela Street. This extension would include demolition of the non-original concrete structure attached to the west side of the historic Diesel Plant (RE# 00013950-000000, 00013960-000000, and 00013970-000000) to allow for pedestrian and bicyclist access from Fort Street to Angela Street. This portion of Fort Street will be considered a prime location for outdoor markets, café seating, and community-based events. All structures and uses proposed to front on this portion of Fort Street should be compatible with future civic and/or commercial uses across the street at the Diesel Plant and community events in the ROW.
- Proposals that demonstrate a higher quality connectivity plan will be ranked higher.

## **Streetscape and Public Art**

- The City and Bahama Village community expect a cohesive conceptual site plan. Conceptual street level renderings or, at a minimum, a narrative description of how the project will relate to adjacent streets and structures, are desired. The final site plan design, including landscaping and hardscape, and public art, shall be coordinated with members of the Art in Public Places Advisory Board and staff, as appropriate, and members of the Historic Architectural Review Commission, and Parks and Recreation Board. Projects that incorporate black history, native landscaping, and canopy trees into public art and streetscape design will be ranked higher.

## **Landscaping**

- The City of Key West Code of Ordinances includes landscaping requirements which must be met for this project; these standards include minimum landscaped area, minimum canopy, subcanopy, shrubs, etc. For areas abutting the NASKW, landscaping must comply with deed restrictions to ensure clear sight lines for security purposes.

In addition, proposers that agree to include a skilled landscape architect in their development team to incorporate Complete Street designs into the site plan will be ranked higher. The City and Bahama Village Community expects a high-quality project that incorporates wide sidewalks, street trees, and overall an urban environment that is conducive to walking and bicycling for all generations.

## **Collaboration with the U.S. Navy**

- The subject parcels are adjacent to and abutting the NASKW Truman Annex. There are deed restrictions associated with the subject parcels that include stipulations including maximum height and setbacks from the Truman Annex and the NASKW telecommunications tower parcel. The contact person is Karen Taporco, Community Planning and Liaison Officer, Naval Air Station Key West, office 305-293-2633; cellular 305-304-4424; email karen.taporco1@navy.mil.

## **Access to Opportunities**

- Proposals that include Minority and Women- owned Business Enterprises (MWBE) are highly desirable.

## **Public involvement and Transparency**

- The proposer must include a public participation strategy for this redevelopment project. The strategy must include public meetings, beyond required Boards and Commissions, at critical junctures in coordination with City staff. The proposer should demonstrate expertise in synthesizing public input and incorporating key components into site design and property amenities. A website, along with regular public information releases, are required to ensure full public access to project information throughout the development review, approval, construction, and leasing/sale phases.

## K. OTHER SCOPE REQUIREMENTS

- The City of Key West City Commission, the Bahama Village Redevelopment Advisory Committee (BVRAC), and the community require affordable housing as the central component of this redevelopment project.
- The RFP response should clearly acknowledge that the subject parcel is located within the local Key West Historic District. Project architecture and site design that is harmonious and compatible with the Key West Historic District and can meet the adopted Historic Preservation Guidelines is a mandatory component of this project.
- The proposed site design must be cohesive and compatible with adjacent property uses, must demonstrate good connectivity and ease of access, and must compliment design features of contributing structures in the immediate vicinity of the site as per Historic Preservation Guidelines. Building mass and scale and architecture must be reviewed with City of Key West Historic Preservation staff at the conceptual and final design phases to ensure compliance with adopted Historic Preservation Guidelines.
- In conjunction with the winning developer, the City of Key West would support applications to procure federal, state and or local government subsidy for both rental and homeownership units for this project.

## L. INSURANCE REQUIREMENTS

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

- 1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.

- 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- 1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.

- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
- 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

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

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

Workers' Compensation Employer's Liability	Florida Statutory Requirements \$1,000,000.00 Limit Each Accident \$1,000,000.00 Limit Disease Aggregate \$1,000,000.00 Limit Disease Each Employee
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If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

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

Bodily Injury & Property Damage Liability	\$2,000,000.00 Combined Single Limit each Occurrence and Aggregate
--	---

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

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

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

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

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
--	--

If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

**Builders Risk Insurance** shall be maintained by the Contractor. Coverage should be provided on an "All Risk" basis to include the perils of Flood and Wind. Coverage must extend to all materials stored at the construction site that is intended to be included in the completed structure. Coverage should be provided on a "Completed Value" basis. The minimum acceptable limits for this coverage shall be the Full Replacement Value of the completed structure. **City shall be designated as the "Loss Payee" on the policy.** As Certificate of Occupancies (CO) are issued Fire and Allied Property Insurance (as specified below) must be maintained on all completed units.

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

**Fire and Allied Property Insurance** shall be maintained by the Contractor on all completed units when Certificates of Occupancies (CO) insuring all improvements located on Premises owned by City. Coverage shall be provided on an “All Risk” basis to include the perils of Wind and Flood. The minimum acceptable limits shall be the full Replacement Value of the improvements located on property owned by City. **City shall be designated as the “Loss Payee” on the policy.**

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**PART 2**

**FORMS AND AFFIDAVITS**

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# PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

PROJECT NAME: Bahama Village Redevelopment

SUBMITTED TO: The City of Key West  
1300 White Street  
Key West, FL 33040

SUBMITTED BY:  
Company Name: \_\_\_\_\_ Corporation \_\_\_\_\_

Company Website: \_\_\_\_\_ Partnership \_\_\_\_\_

Principle's Name: \_\_\_\_\_ Individual \_\_\_\_\_

Principle's Title: \_\_\_\_\_ Joint Vent \_\_\_\_\_

Address 1: \_\_\_\_\_ Other \_\_\_\_\_

Address 2: \_\_\_\_\_

Contact Email: \_\_\_\_\_

LICENSING:

State of Florida License No. \_\_\_\_\_ Expires \_\_\_\_\_

PROPOSER REFERENCES: List references, including contact name of whom we may call.

Reference List			
Reference	Contact Name	Phone	Email

I certify under oath that all the information herein is true.

\_\_\_\_\_  
Signature

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

By \_\_\_\_\_

(Seal)

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

Personally Known \_\_\_\_\_

Produced Identification \_\_\_\_\_

Type Produced \_\_\_\_\_

\_\_\_\_\_  
Printed Name

**CITY STAFF SELECTION CRITERIA MATRIX**

REQUEST FOR PROPOSALS: BAHAMA VILLAGE 3.2 AFFORDABLE  
HOUSING PROJECT

Project Number: RFP # 008-21

Firm \_\_\_\_\_

Date \_\_\_\_\_

SELECTION/RANKING CRITERIA	POINTS ALLOWED	POINTS EARNED
Proposer's history and experience in performing similar projects (including subconsultant teams) through examples and references.	0-10	
Conceptual site plan that captures all the elements and considerations described in the scope.	0-10	
Proposed rental rate schedule including the unit mix, number of units, income levels served, and flexibility for lower income families. (Reference Section J.)	0-25	
Permanent affordability measures for owners and renters. Marketing plan for existing resident priority.	0-10	
Depth of expertise in historic preservation	0-10	
Financial packaging & Leverage proposal	0-15	
Connectivity, Landscape/streetscape, public art	0-5	
Public participation methodology and expertise	0-5	
Inclusion of Minority and Women Owned Business Enterprises	0-5	
On-site Amenities Proposed	0-5	
<b>Total Points</b>	<b>0-100</b>	





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

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

1. This sworn statement is submitted with Bid, Bid or Contract No. \_\_\_\_\_ for  
\_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_ and (if applicable) its Federal  
Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)

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

the entity named above is \_\_\_\_\_.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

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

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

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

\_\_\_ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

STATE OF \_\_\_\_\_ (Date)

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the

space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

My commission expires:  
NOTARY PUBLIC

\_\_\_\_\_

**INDEMNIFICATION**

To the fullest extent permitted by law, the CONSULTANT 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 CONSULTANT, its Sub-consultants 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 CONSULTANT’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 CONSULTANT 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 CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: \_\_\_\_\_

SEAL:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

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

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

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

**City Ordinance Sec. 2-799**  
**Requirements for City Contractors to Provide Equal Benefits for Domestic Partners**

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
  - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
  - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
  - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
  - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
  - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
  - (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
  - (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
  - (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
  - (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created or is being used for evading the requirements of this section.
  - (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
  - (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
  - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
  - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
  - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
  - (2) The city may terminate the covered contract; or
  - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
  - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
  - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.

- (2) The contractor is a religious organization, association, society or any non- profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, the acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
  - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
  - a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.



**City Ordinance Sec. 2-773. - Cone of silence.**

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
  - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
  - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
  - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
  - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *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 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.
  - (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.

(Ord. No. 13-11, § 1, 6-18-2013)

## PROPOSER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a proposal and is not intended to be all inclusive. It does not alleviate the proposer from the responsibility of becoming familiar with all aspects of these Documents and proper completion and submission of his/her proposal.)

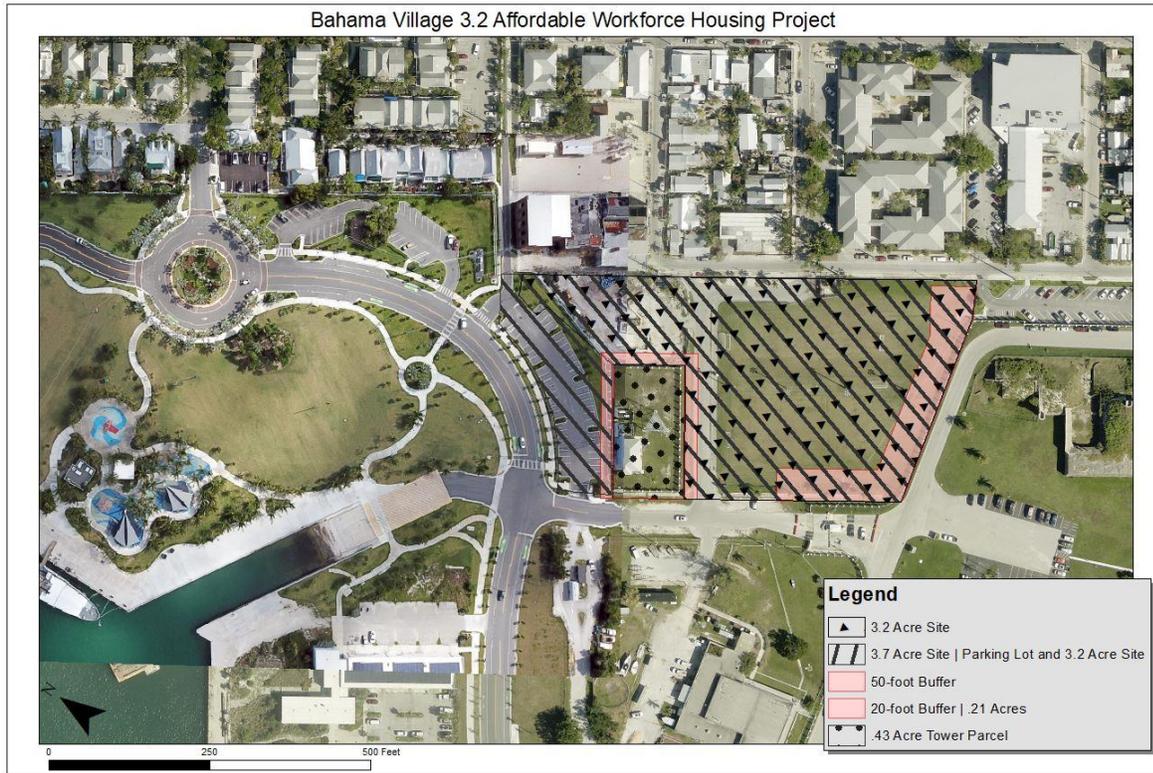
1. All included documents thoroughly read and understood. \_\_\_\_\_
2. All questions from part V Questionnaire answered. \_\_\_\_\_
3. Addenda acknowledged. \_\_\_\_\_
4. Qualification Form filled out. \_\_\_\_\_
5. Responses submitted in the following order: \_\_\_\_\_

Proposal Content responses must contain the following information in the following order:

1. Cover Letter/Statement of Interest
  2. Table of Contents
  3. Executive Summary/Proposal Narrative
  4. Qualification Statement/Team Experience Overview
  5. Proposed unit mix and preliminary total development cost budget
  6. Conceptual site plan and example renderings for redevelopment site
  7. Proposed timeline and Bahama Village Marketing plan
  8. Project references and contact information for the last 3 projects completed
  9. Required Forms & Affidavits
  10. Addendum acknowledgement
- 
6. Proposer familiar with federal, state, and local laws, ordinances, rules, and regulations affecting performance of the work. \_\_\_\_\_
  7. Proposal submitted in sealed envelope and addressed and labeled in conformance with the instruction in the RFP. \_\_\_\_\_

## Exhibit “A”

### SITE MAP



The 3.2 acre site may include portions of the parking area depicted above, depending on review and approval of proposed site plans and uses. There shall be no net loss of parking. The project shall not include the .43 acre “Tower Parcel”, which is owned by the federal government.