Key west Bight Ferry Terminal 14-043

### RESOLUTION NO. 14-039

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE AWARD OF BID FOR ITB #13-020, PORT AND MARINA SECURITY SERVICES (PORT AND CITY MARINA), TO THE QUALIFIED LOWEST AND RESPONSIVE BIDDER, NORTHSTAR SECURITY, INC., CONTRACT OF PRICE \$18.00/HOUR (\$69,822.00 PER YEAR FOR PORT AND \$65,700.00 PER YEAR FOR CITY MARINA); AUTHORIZING THE EXECUTION OF A CONTRACT IN ACCORDANCE WITH THE BID DOCUMENTS: PROVIDING FOR EFFECTIVE DATE

WHEREAS, in concurrent Resolution No. 14-043, the CRA awarded ITB 13-020, for security services for the Key West Bight and Ferry Terminal; and

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

Section 1: That ITB #13-020 for Port and Marina Security
Services (Port and City Marina) is awarded to the lowest
qualified, responsible and responsive bidder, Northstar
Security, Inc., at the rate of \$18.00 per hour (\$69,822.00 per
year for the Port and \$65,700.00 per year for City Marina) and
otherwise in accordance with the bid response.

Section 2: That the City Manager, with the advice and consent of the City Attorney, is authorized to execute a contract in accordance with the bid documents.

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

Passed and adopted by the City Commission at a meeting held this \_\_4th \_\_day of \_\_February \_\_\_\_\_, 2014.

Authenticated by the Presiding Officer and Clerk of the Commission on \_\_5th \_\_day of \_\_February \_\_\_\_\_, 2014.

Filed with the Clerk on \_\_\_\_\_February 5 \_\_\_\_\_\_\_, 2014.

Mayor Craig Cates	Yes
Vice Mayor Mark Rossi	Yes
Commissioner Teri Johnston	Yes
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	_ Yes
Commissioner Jimmy Weekley	Yes
Commissioner Tony Yaniz	Yes

THETE SMITH

CHERYL SMITH CLERK

Page 2 of 2

### RESOLUTION NO. 14-043

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA) AUTHORIZING THE AWARD OF BID FOR ITB #13-020, PORT AND MARINA SECURITY SERVICES (KEY WEST BIGHT AND TERMINAL), QUALIFIED TO THE LOWEST RESPONSIVE BIDDER, NORTHSTAR SECURITY, INC., CONTRACT PRICE OF \$18.00/HOUR (\$91,728.00 PER YEAR FOR KEY WEST BIGHT AND FERRY TERMINAL); AUTHORIZING THE EXECUTION OF A CONTRACT IN ACCORDANCE WITH THE BID DOCUMENTS: PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in concurrent Resolution No. 14-039, the City Commission awarded ITB 13-020, for security services for the Port and City Marina at Garrison Bight; and

NOW, THEREFORE, BE IT RESOLVED BY THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1: That ITB #13-020 for Port and Marina Security Services (Key West Bight and Ferry Terminal) is awarded to the lowest qualified, responsible and responsive bidder, Northstar Security, Inc., at the rate of \$18.00 per hour (\$91,728.00 per year for Key West Bight and Ferry Terminal) and otherwise in accordance with the bid response.

Section 2: That the City Manager, with the advice and consent of the City Attorney, is authorized to execute a contract in accordance with the bid documents.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Agency. Passed and adopted by the Caroline Street Corridor and Bahama Village Community Redevelopment Agency at a meeting held this 4th day of February , 2014 Authenticated by the presiding officer and Clerk of the Agency on February 5, 2014. Filed with the Clerk February 5 2014 Chairman Craig Cates Yes Vice Chair Mark Rossi No Yes Commissioner Teri Johnston Commissioner Clayton Lopez Yes\_\_\_ Yes Commissioner Billy Wardlow Yes Commissioner Jimmy Weekley Commissioner Tony Yaniz Yes

CRAIG CATES, CHAIRMAN

CHERYL SMITH CITY CLERK



February 7, 2014

Northstar Security, Inc. Attention: Rafael Aguilar 422 Fleming Street Key West, FL 33040

Project: PORT AND MARINA SECURITY SERVICES: ITB No: 13-020

Dear:

At a meeting of the Key West City Commission/CRA held on February 4, 2014, your firm, Northstar Security, Inc. was awarded the contract for PORT AND MARINA SECURITY SERVICES for the hourly rates as specified on the bid form.

Enclosed please find two (2) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office within ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents; an original and one copy are acceptable.

A copy of your City of Key West Business Tax Receipt must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3790.

Sincerely.

Doug Bradshaw

Port and Marine Services Director

### AGREEMENT BETWEEN THE CITY OF KEY WEST AND FOR PORT AND MARINA SECURITY SERVICES

This Agreement is made and entered into by and between the City of Key West, Florida, a municipal corporation of the State of Florida, whose address is 3126 Flagler Street, Key West, Florida 33040 (hereinafter referred to as "CITY") and Northstar Security, Inc. a Florida Corporation, whose address is 422 Fleming St, Key West, Florida 33040 hereinafter referred to as the CONTRACTOR.)

### WITNESSETH:

The CONTRACTOR, in consideration of the unit prices to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB #13-020 PORT AND MARINA SECURITY SERVICES, Key West, Florida to the extent of the Proposal made by the Contractor, dated the 22<sup>nd</sup> day of September 2013, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS, AND SCOPE OF WORK.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the unit price amounts on the bid form as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

WHEREAS, the CITY by Resolution No. 14-039 and 14-043 accepted the bid of CONTRACTOR to provide security services to CITY; and

### WHEREAS, the parties agree as follows:

- CONTRACTOR shall provide unarmed security services to City of Key West owned, operated, or leased properties including, but not limited to the Outer Mole Pier, Mallory Square, Key West Bight, City Marina and the Key West Ferry Terminal, as described in the bid specifications or modifications thereto contained in ITB 13-020, which is incorporated by reference hereto.
- CONTRACTOR is an independent contractor, and at its own cost and expense, shall perform the services as authorized by Purchase Order issued by CITY, and shall provide all materials, tools, labor, appliances, machinery, vehicles, and appurtenances necessary to perform the services.
- 3. All services shall be performed in a professional manner and form as required by all applicable Federal, State, and local rules, regulations, laws, codes, and ordinances, and in accordance with the "Contract Documents". Transportation Workers Identification Card

- (TWIC) and City of Key West Port Access badging is required by all CONTRACTOR personnel.
- 4. CONTRACTOR shall have a Training Plan which will be presented to City upon request.
- 5. In consideration of the performance of the services as set forth in ITB 13-020, the City agrees to pay to the CONTRACTOR the hourly prices as outlined in the Bid Form in accordance with ITB 13-020, or as otherwise herein provided.
- At certain times ships may stay longer then scheduled. CONTRACTOR will provide security services at the rate designated in ITB 13- 020, for those additional hours with little or no notice.
- 7. In addition to any other remedies for failing to strictly adhere to the requirements of this Agreement, and without waiving any right to enforce any provision of this Agreement, City and CONTRACTOR agree that the following measures may be instituted by City for CONTRACTOR'S failure to meet the service requirements in ITB 13-020. Should the CONTRACTOR be unable to provide the required services as described in this contract and related bid documents, then the City may provide services using Key West Police Department personnel at the established detail rate. The cost of those services will be borne by the CONTRACTOR. CONTRACTOR shall notify City 48-hours prior to any day when CONTRACTOR knows or has reason to believe that an insufficient number of security personnel are available to cover required security services.
- 8. The CONTRACTOR shall have permanent representation of supervisory capacity residing in Key West or within 35 miles of Key West and shall have the ability on short notice to provide additional security needs within a minimum of twelve (12) hours of notification by the City. It is also understood that cruise ship schedules are subject to change and/or cancellations with requires the CONTRACTOR to provide for flexible scheduling of security personnel.
- CONTRACTOR will maintain a 24-hour cell phone/office contact number with a supervisor.
- 10. CITY shall pay CONTRACTOR within forty-five (45) days from the date of receipt of a correct and approved written invoice for payment.
- 12. The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR, its employees or agents, in the performance of this Agreement as indicated in ITB 13-020.
- 13. The CONTRACTOR's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the CONTRACTOR's limit of or lack of sufficient insurance protection.

- 14. This Agreement is for a term of three (3) years from the date this Agreement is executed by both parties. The CONTRACTOR and City Commission may renew the Agreement on the same terms and conditions, for an additional two (2) calendar year period, with an increase negotiated by both parties, if mutually agreed to by the parties at least sixty (60) calendar days prior to the contract expiration. If not renewed prior to the time specified, CITY may proceed to go out for bid for the services.
- 15. City shall have the right to terminate this contract with or without cause upon thirty (30) calendar days written notice to CONTRACTOR. CONTRACTOR shall have the right to terminate this Agreement with or without cause upon sixty (60) calendar days written notice to City.
- 16. CONTRACTOR may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity.
- 17. The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.
- 18. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 19. In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights.
- 20. Any notices sent shall be sent to the parties by U.S. mail as follows:

### CITY OF KEY WEST

Dir. Port Operations PO Box 6434 Key West, FL 33041-6434 305-809-3790

### **CONTRACTOR**

Northstar Security, Inc. Attention: Rafael Aguilar 422 Fleming Street Key West, FL 33040 786-307-7541

### SIGNATURE PAGE FOR AGREEMENT FOR PORT AND MARINA SECURITY SERVICES

	IN WITNESS WHEREOF, we, the parties	s hereto, each herewith subscribe the same, this
	day of	
STEET STEET	ATTEST Signature: MUNU MT	CITY OF KEY WEST, FLORIDA
and the same	Cheryl Smith, City Clerk	Bob Vitals, City Manager
	WITNESS	CONTRACTOR
	Signature:	Signature:
	Name: Lois Anthony Requeso	Rafael Aguilar, Plessident & Chief Security Officer
	Title: CEO	· ·

Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To:

CITY CLERK

CITY OF KEY WEST, FLORIDA

3126 FLAGLER AVE

**KEY WEST, FLORIDA 33040** 

Project Title:

PORT AND MARINA SECURITY SERVICES

Project No.:

ITB No. 13-020

### BIDDER'S INFORMATION

Name: Northeral Security, Fak.

Address: Had Frankly Street

Ley West, FL 33040

Contact Name: RASAEL AGUIAL

Email: RASALL ENDERSALSECURITY LIS

Telephone: (305) 830- 9991

Fax: (888) 535- 515-1

### BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he/she has carefully examined the Contract Documents for the project that he/she has personally inspected the site that he/she has satisfied himself/herself as conditions of work involved.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

### BID FORM

## PORT AND MARINA SECURITY SERVICES

The security services for each facility is outlined in the Scope of Work section

LOCATION	UNSUREENED HOURLY RATE (S)	RATE IN WORDS	BURDENED HOURLY RATE (S) <sup>2</sup>	RATE IN WORDS	YEARLY TOTAL (S)
Mallory Sguare	\$ (5:00	17. Hern Dollary	49. GO	Egysteen Ballaus	The state of the s
Cuter Mole Pier	\$ (5.00	Fiften bollas	\$ 1%.00°	Sythem Dollars	Not Applicable
Key West Bight	\$ (3.00	Fiften Bollows	\$ 18.00	Britan Bollens	Not Applicable
City Marina	\$ 18.00	Fiftern Dotters	60 30 34	Esphilim Dollars	\$ (3,700
Key West Bight Ferry Terminal	4(5.00	Fiften Dollars	00 214	Egiten Bollers	<b>₩</b> ()
					Not Applicable

Direct Labor Cost

<sup>&</sup>lt;sup>2</sup> Direct Labor Cost, O/H, G&A, Profit

Note: The City reserves the right to request a Certificate of Current Cost or Pricing Data to certify the hourly rates above

### **SUBCONTRACTORS**

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Address: Portion of Work;		
Portion of Work:  Name:  Address:  Portion of Work:  Name:  Address:  BIDDER  The name of the Bidder submitting this Bid is:  Doing business at  AD FLEMING STREET  City State Zip 33040  Telephone No. (255) 830-9991  This address is where all communications concerning this Bid shall be sent.  The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:  Name Title  President  Title  President	Name:	
Name:  Address:  Portion of Work:  Name:  Address:  BIDDER  The name of the Bidder submitting this Bid is:  Doing business at  LEVENT State  To 33040  Telephone No. (305) 830-9991  This address is where all communications concerning this Bid shall be sent.  The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:  Name  Title  PARAGE Assistance  Title	Address:	
Address:  Portion of Work:  Name:  Address:  BIDDER  The name of the Bidder submitting this Bid is:	Portion of Work:	NE
Portion of Work:  Name:  Address:  BIDDER  The name of the Bidder submitting this Bid is:	Name:	)   "
Name:  Address:  BIDDER  The name of the Bidder submitting this Bid is: NORTHSTAR SELECT THE .  Doing business at HAL FLEMING STREET  City State To Zip 33040  Telephone No. (355) 830-9991  This address is where all communications concerning this Bid shall be sent.  The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:  Name Title  Partnership  Title	Address:	<del></del>
Address:  BIDDER  The name of the Bidder submitting this Bid is:	Portion of Work;	
The name of the Bidder submitting this Bid is: NORTHSTER SELECT TO COME Business at HALL FLEMING, STREET State To Zip 33040  Telephone No. (205) 830-9991  This address is where all communications concerning this Bid shall be sent.  The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:  Name Title  Pasident  CED	Name:	
The name of the Bidder submitting this Bid is:	Address:	
City State 5. Zip 33040  Telephone No. (35) 830-9991  This address is where all communications concerning this Bid shall be sent.  The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:  Name Title  PARKE ASSISSO  CEO		•
This address is where all communications concerning this Bid shall be sent.  The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, r of all persons interested in this Bid as Principals are as follows:  Name  Title  PARAL ASSISSO  CEO		
This address is where all communications concerning this Bid shall be sent.  The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:  Name  Title  PARAGE ASSISTO  CEO	Sity 15 WEST	State 15 Zip 33040
RAFARL AGUILAL President Lis Resultso GEO	City 154 WEST (205) 830-4	State Fi- Zip 33040
LAS REGUESO CED	his address is where all communications The names of the principal officers of the	s concerning this Bid shall be sent.  • Corporation submitting this Bid, or of the Partnership,
Lis Realiso CEO	his address is where all communications. The names of the principal officers of the rof all persons interested in this Bid as I	s concerning this Bid shall be sent.  e Corporation submitting this Bid, or of the Partnership, Principals are as follows:
The Calmarkilla CEm	This address is where all communications The names of the principal officers of the r of all persons interested in this Bid as I  Name	s concerning this Bid shall be sent. e Corporation submitting this Bid, or of the Partnership, Principals are as follows:  Title
The overthing ord	This address is where all communications The names of the principal officers of the or of all persons interested in this Bid as I  Name  PAFAEL ASSIGNO  CESSION	s concerning this Bid shall be sent. e Corporation submitting this Bid, or of the Partnership, Principals are as follows:  Title  President

### If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this day of, 20_13
(SEAL)
Name of Corporation Northern SENTON, SEC.
By: RATIFEL ASMALL - Kal
Title: Propher
Attest;
Secretary
If Sole Proprietor or Partnership
IN WITNESS hereto the undersigned has set his/her/its hand thisday of, 20
Signature of Bidder
Title

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

### PROJECT 1TB #13-020: PORT AND MARINA SECURITY SERVICES

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

1.	This swarn statement is submitted with Bid, Bid or Contract No.
	PORT & MARINA SECULITY SERVICES
2.	This sworn statement is submitted by NORTHSTAR SECURITY THE.
	(Name of entity submitting sworn statement)
	whose business address is 122 FLEMING STORY
	Vey LAST, FL 33040 and (if applicable) its Federal
	Employer Identification Number (FEIN) is 23-0498034 (If the entity has no FEIN
	include the Social Security Number of the individual signing this sworn statement.)
3.	My name is PASASI AGUILL and my relationship to
2,	My name is
	the entity named above is President
1	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means
r-	violation of any state or federal law by a person with respect to and directly related to the transaction

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

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8.	Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
	Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1. 1989, AND (Please indicate which additional statement applies.)
	There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
	The person or affiliate was placed on the convicted vendor list. Them has been a subsequent proceeding before a hearing officer of the Sate of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
	The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of Beneral Services.)  (Signature)
	(Date)
STATE	
COUNT	TY OF Main Dabe
PERSO	NALLY APPEARED BEFORE ME, the undersigned authority,
PA	Who, after first being sworn by me, affixed his/her signature in the
1	(Name of individual signing)
расе рг	ovided above on this 22 day of September 17, 2613
	MY COMMISSION & ESTISTAT  EXPIRES March 13, 2016
en sa	The second second

### ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES

STATE OF FORISH ) : SS COUNTY OF MONEOE )	
I, the undersigned heroby duly sworn, depose and say that be paid to any employees of the City of Key West as a directly or indirectly by me or any member of my firm or	commission, kickback, reward or gift,
Sworn and subscribed before me this	
NOTARY PUBLIC, State of FLORIDA at Large	HAYALZE GOMEZ  MY COMMISSION S'ATTITOTS!  EXPIRES Morch 13, 2010
My Commission Expires:	

### CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") 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 Contractor its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of Contractor'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 Contractor 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 Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR NACTHSTAIL SECURITY . STOIC.	SEAL:
422 FRENITS ENCET, YENDEST, E.	33040
Address	
Signature	
RAFFEL AGUILME	_
Print Name	
President	
Title	
9-3-1-2013	

### EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES

STATE OF FIRE SS  COUNTY OF MOUROE  )
I, the undersigned hereby duly sworn, depose and say that the firm of MORTHSML SELECTY, DATE
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.
English Roser Agailar
Sworn and subscribed before me this
22 day of 20 lesty 20 13
NOTARY PUBLIC, State of Fich 34 at Large EXPRES AND 13, 2010
My Comunission Expires:

### CONE OF SILENCE AFFIDAVIT

STATE OF PLOGOA )
: SS
COUNTY OF ACUROS )
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers,
directors, employees and agents representing the firm of WILLESTAL SELECTION TO
have read and understand the limitations and procedures regarding communications concerning
City of Key West issued competitive solicitations pursuant to City of Key West Ordinance
Section 2-773 Cone of Silence (attached).  RATEL Abrulan
Sworn and subscribed before me this
27 day of September 2013.  NAYALIE GOMEZ MY COMMISSION & ERITORAL
NOTARY PUBLIC, State of Fire at Large Expires A rob 18, 2010
Mr. Commission Eurispa
My Commission Expires:



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/08/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Total listadi ili iloa di Ozoli Cilgo idoli lilia(d).		
PRODUCER	CONTACT Diane Kornblit	
El Dorado Insurance Agency, Inc.	PHONE (AIC, No. Ext): (713) 521-9251 FAX (AIC, No. Ext): (713) 5	21-0125
El Dorado Sec Srvs Ins Agy	E-MAIL ADDRESS: dkornblit@eldoradoinsurance.com	
PO Box 66571	INSURER(S) AFFORDING COVERAGE	NAIC#
Houston TX 77266	INSURER A: First Mercury Insurance Co.	10657
INSURED	INSURER B: Travelers Indemnity Company of	25658
Northstar Security, Inc., DBA: Northstar	INSURER C:SCOTTSDALE INSURANCE CO	41297
172 W Flagler Street, Suite 330, Miami, FL 331	INSURER D: Travelers Casualty & Surety Co.	19038
422 Fleming Street, Key West, FL 33040	INSURER E :	
Miami FL 33130	INSURER F:	
COVERACES CERTIFICATE NUMBER 12-14 CT /	ATT	· •

COVERAGES CERTIFICATE NUMBER: 13-14 GL/Auto/WC/UMB REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY			SE-CGL-0000024984-01	3/5/2013	3/5/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person) \$ 5,000
	X Errors & Omissions						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ Included
	X POLICY PRO- JECT LOC						\$
В	AUTOMOBILE LIABILITY			BAOD834676	4/3/2013	4/3/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
	X ALL OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist \$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$
c	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$
	DED RETENTION\$						ş
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		UB-4069T19-7	4/2/2013	4/2/2014	X WC STATU- OTH- TORY LIMITS ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT \$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				<u> </u>			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							

CERTIFICATE HOLDER	CANCELLATION
( ) - City of Key West 3126 Flagler Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Key West, FL 33040	AUTHORIZED REPRESENTATIVE
	R.L. Ring, Jr./DIANE

# CITY OF KEY WEST, FLORIDA

**Business Tax Receipt** 

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

NORTHSTAR SECURITY INC Business Name

CtlNbr:0023570

422 FLEMING ST Location Addr

14-00029057 SERVICE - PROFESSIONAL Lic NBR/Class

February 11, 2014 Expiration Date: September 30, 2014 Issue Date:

\$206.50 License Fee

\$0.00 Add. Charges

\$206.50 \$0.00 Penalty Total SECURITY AGENCY Comments:

NORTHSTAR SECURITY INC

422 FLEMING ST

KEY WEST FL 33040

ype: OC Drawer: 1 \*\*\* CUSTONER RECEIPT \*\*\* This document must be prominently displayeds

Receipt no:

f License 4 29857 LIC OCCUPATIONAL KENEWAL \$206.50 Bar 2014 8

Tender detail VM VISA/MASTERC [otal tendered Foras pateent2/11/14

\$206.58 \$206.58 \$288.58 Times