

CONTRACT DOCUMENTS FOR:



RFP #004-19 CITY OF KEY WEST PRIVATE SECURITY SERVICES

OCTOBER 2018

MAYOR: CRAIG CATES

COMMISSIONERS:

JIMMY WEEKLEY

CLAYTON LOPEZ

BILLY WARDLOW

SAMUEL KAUFMAN

GREGORY DAVILA

MARY LOU HOOVER

PREPARED BY:
City of Key West
Port & Marine Services

Table of Contents

PART 1 - GENERAL PROPOSAL REQUIREMENTS	Page No.
REQUEST FOR PROPOSAL	5
INSTRUCTIONS TO PROPOSER	7
INSURANCE REQUIREMENTS	13
PROPOSAL SUBMITTAL REQUIREMENTS	15
BID FORM	17
NON-COLLUSION AFFIDAVIT.....	21
ANTI – KICKBACK AFFIDAVIT	22
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	23
INDEMNIFICATION FORM	26
LOCAL VENDOR FORM	27
DOMESTIC PARTNERSHIP AFFIDAVIT.....	28
CONE OF SILENCE AFFIDAVIT.....	29
PART 2 - SCOPE OF SERVICES/MINIMUM QUALIFICATIONS	30
PART 3 - DRAFT AGREEMENT	34

PART 1

GENERAL PROPOSAL

REQUIREMENTS

REQUEST FOR PROPOSAL

Sealed bids for the City of Key West and City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CITY) Request for Proposal (RFP) #004-19 CITY OF KEY WEST PRIVATE SECURITY SERVICES, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 **until 3:30 pm on December 5, 2018** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original and two (2) flash drives with one single PDF file of the sections entitled “Proposal Requirements” and “Contract Forms”. Proposal package is to be enclosed in a sealed envelope, clearly marked on the outside “PROPOSAL FOR CITY OF KEY WEST PRIVATE SECURITY SERVICES” addressed and delivered to the City Clerk at the address noted above.

The CITY is requesting bids from firms specializing in private security to provide unarmed security service for selected City of Key West owned and leased properties including but not limited to Key West Bight, Key West Bight Ferry Terminal, City Marina, Mallory Square Cruise Ship Dock and the Mole Pier Cruise Ship Dock at the Truman Waterfront.

The full Request for Proposal may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

The Proposer will be required to furnish documentation with his proposal showing that he is in compliance with any and all licensing requirements of the State.

The Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

A. City of Key West Business Tax License Receipt

Compliance with these provisions is required before the Proposer can enter into the agreement contained in the Contract Documents.

All insurance contracts and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low

Proposer to perform the size and type of work specified under this Contract. Upon request, the Proposer shall submit such information as deemed necessary by the CITY to evaluate the Proposer's qualifications.

For information concerning the proposed work please contact Doug Bradshaw, Port and Marine Services Director by email at dbradshaw@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

As stated above at the time of the proposal submittal the Proposer must provide satisfactory documentation of State Licenses. The Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The CITY may reject proposal for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CITY, or (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor formalities or irregularities in any proposal.

INSTRUCTIONS TO PROPOSER

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Proposer should request of the Director Port and Marine Services, in writing (at least eight (8) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Proposers shall submit with their Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Services/Minimum Qualifications section.

3. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CITY. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein. Additionally all Proposers must meet the minimum qualifications as described in Proposal Submittal Requirements and Scope of Services/Minimum Qualifications section.

4. PROPOSER'S UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Proposer shall inform himself of, and the Proposer awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. UNIT PRICES

The Bid for the work is to be submitted on a UNIT PRICE basis. The total amount to be paid the Contractor shall be the actual number of units used in the services. The owner reserves the right to enter into a contract for all or portions of the project.

6. PREPARATION OF PROPOSAL

A. GENERAL

All blank spaces in the Proposal form must be filled in, as required, preferably in BLACK ink. No changes shall be made in the phraseology of the forms.

Any Proposal shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Request for Proposal.

Only one Proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Proposer is interested in more than one Proposal for work contemplated; all Proposals in which such Proposer is interested will be rejected.

B. SIGNATURE

The Proposer shall sign his Proposal in the blank space provided therefore. If Proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. ATTACHMENTS

Proposer shall complete and submit the following forms with his proposal:

- Bid Form
- Non-Collusion Affidavit
- Anti-Kickback Affidavit
- Sworn Statement under section 287.133(3)(a) Florida Statutes, on public entity crimes
- Indemnification Form
- Local Vendor Form
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- All requirements listed in Proposal Submittal Requirements
- Proof of Insurance

7. STATE AND LOCAL SALES AND USE TAXES

Unless the contract documents contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

8. SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid.

Proposals must be made on the Proposal forms provided herewith, **submit one (1) ORIGINAL bid package and two (2) FLASH DRIVES containing a single PDF file of the entire bid package.**

Each Proposal must be submitted in a sealed envelope, so marked as to indicate the Proposer's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the RFP.

9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer or by telegram. If by telegram, written confirmation over the signature of the Proposer shall be

mailed and postmarked on or before the date and time set for receipt of Proposal. No Proposal may be withdrawn after the time scheduled for opening of Proposals, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Proposers shall have elapsed.

10. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of Proposals, the CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Proposer's representative. In the event of failure of the lowest responsive, responsible Proposer to sign the Contract and provide acceptable insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the second ranked Proposer. Such award, if made, will be made within one hundred-twenty (120) days after the opening of Proposals.

The CITY reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

11. BASIS OF AWARD

An evaluation committee will evaluate all proposals that meet the minimum qualifications of this RFP. Each committee member shall complete an evaluation sheet ranking each qualified Proposer against the weighted criteria set forth below. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, the evaluation committee shall provide the results of the scoring and ranking to the CITY, along with a recommendation to award the contract to the highest ranked Proposer. If the City and the highest ranked Proposer are unable for any reason to negotiate a contract the City shall, either orally or in writing, formally terminate negotiations with the selected firm. The City may then negotiate with the next highest ranked firm. The negotiation process may continue in this manner through successive firms until an agreement is reached or the City terminates this RFP.

The selection committee will shortlist no less than 2 firms, unless less than 2 firms submit proposals

SELECTION CRITERIA	Maximum Points
Specialized experience in the type of work to be performed, preferably including work in a city of similar size and geographic location	40
Understands the scope of the project and availability and capability to perform the services described in this RFP in Key West on a yearly and consistent basis	20

Permanent representation of supervisory capacity residing in the City of Key West	15
Price	15
References	10
POINT TOTAL	100

12. EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY two (2) original Contracts in the form hereto attached, together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Proposer, the City’s authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

13. TERM OF CONTRACT

It is anticipated that the CITY will enter into a three (3) year agreement, which thereafter may be extended upon written consent of both parties for additional two (2) year terms. The City agrees to pay to the Proposer the hourly rates, as outlined in the Bid Form. The City will allow an annual CPI increase by adjusting the hourly rates by the average change in the U.S. Department of Commerce Consumer Price Index (CPI) for All Urban Consumers, as reported by the Bureau of Labor Statistics for the 12 months prior to the renewal date. Hourly rates for the additional two (2) year options, if exercised, will be agreed upon by both parties before the exercise of such option.

14. PROPOSER’S DECLARATION AND UNDERSTANDING

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

The Proposer further declares that he has carefully examined the Contract Documents and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

15. ADDENDA

The Proposer hereby acknowledges that he has received Addenda No's. ____, ____, ____. Proposer shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Proposer further agrees that his Proposal(s) includes all impacts resulting from said addenda.

16. SALES AND USE TAXES

The Proposer agrees that all federal, state, and local sales and use taxes are included in the stated unit prices for the work.

INSURANCE REQUIREMENTS

Proposer is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the Proposer shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
	\$2,000,000	Law Enforcement Legal/ Security Guard Pro Liability
Additional Umbrella Liability:	\$1,000,000	Occurrence / Aggregate

Proposer shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its Equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable) INCLUDING A "Waiver of Subrogation" clause in favor of City of Key West on all policies. Proposer will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the Proposer shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the Proposer who is performing any labor, services, or material under the Contract. Further, Proposer shall additionally maintain the following Employers Liability coverage with the following minimum limits:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

Since the work is being done on or near a navigable waterway, Proposer's Workers' Compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) coverage with a minimum limit of \$1,000,000. Proposer shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein

and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

Proposer's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

Proposer will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Proposer will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the Proposer.

PROPOSAL SUBMITTAL REQUIREMENTS

- 1. Contents of the Proposal:** The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than twenty-five (25) sheets double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled flash drive in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.
- 2. Table of Contents:** The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.
- 3. Executive Summary:** Each Proposer must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.
- 4. Experience and Qualifications:** Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Company address, phone number, fax number, email address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.
- 5. Approach to Scope of Work:** Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the work, and your overall approach to accomplishing the work. Give an overview on your proposed vision, ideas and methodology. Provide information on your firm's current workload and how this project will fit into your workload. Describe available staff, facilities, technological capabilities and other available resources you offer for the work. List those persons who will have a management position working with the City, if you are awarded the contract. List name; title or position; and work duties. A resume or summary of experience and qualifications must accompany your proposal.
- 6. References:** Provide at least three references, preferably government agencies, for work

with similar scope as listed in this RFP. Information should include: client name, address, contact person telephone and E-mail addresses, description of work, year the project was completed, total cost of the project, estimated and actual.

In addition to the information above the Proposer shall complete and submit the following with his proposal (Not counted towards 25 sheet limit):

- Bid Form
- Non-Collusion Affidavit
- Anti-Kickback Affidavit
- Sworn Statement under section 287.133(3)(a) Florida Statutes, on public entity crimes
- City of Key West Indemnification Form
- Local Vendor Form
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- Proof of Insurance
- A description of any previous or existing legal action against the Bidder within the past three (3) years. If none, Bidder shall state this fact in writing.

Note: if any of the items above or as required in other parts of the document are not included in the Bid, the Bid will be considered nonresponsive and therefore will be rejected unless City Commission directs otherwise.

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

BID FORM

To: CITY CLERK
CITY OF KEY WEST, FLORIDA
1300 WHITE STREET
KEY WEST, FLORIDA 33040

Project Title: CITY OF KEY WEST PRIVATE SECURITY SERVICES,

Project No.: RFP No. 004-19

BIDDER'S INFORMATION

Name: _____

Address: _____

Contact Name: _____

Email: _____

Telephone: _____

Fax: _____

BID FORM

PORT AND MARINA SECURITY SERVICES

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

LOCATION	UNBURDENED HOURLY RATE (\$)¹	RATE IN WORDS	BURDENED HOURLY RATE (\$)²	RATE IN WORDS
Mallory Square				
Outer Mole Pier				
Key West Bight				
City Marina				
Key West Bight Ferry Terminal				
City Parks				
Special Events				

¹ Direct Labor Cost

² Direct Labor Cost, O/H, G&A, Profit

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:

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

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

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__.

(SEAL)

Name of Corporation _____

By: _____

Title: _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 20__.

Signature of Bidder _____

Title _____

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

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

By: _____

Sworn and subscribed before me this

_____ day of _____, 2018.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

ANTI – KICKBACK AFFIDAVIT

STATE OF _____)
 : SS
COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this _____ day of _____, 2018.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

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

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

1. This sworn statement is submitted with Bid or Proposal for:

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 _____
(Please print name of individual signing)

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

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

____The person or affiliate was placed on the convicted Proposer 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 Proposer list. (Please attach a copy of the final order.)

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this _____ day of _____, 2018.

My commission expires:

NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Proposer expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the “indemnitees”) from any and all liability for damages, including, if allowed by law, 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, caused in whole or in part by any act, omission, or default by Proposer or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee’s gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Proposer or its subcontractors, material men or agents of any tier or their respective employees.

Proposer: _____

SEAL:

Address

Signature

Print Name

Title

DATE: _____

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

**LOCAL VENDOR CERTIFICATION PURSUANT TO
CITY OF KEY WEST ORDINANCE 09-22 SECTION 2-798**

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

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

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

Business Name _____ Phone: _____

Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: _____

Date: _____
Signature of Authorized Representative

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

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 this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

CONE OF SILENCE AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this
_____ day of _____ 20_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

PART 2
**SCOPE OF SERVICES/
MINIMUM QUALIFICATIONS/OTHER
REQUIREMENTS**

SCOPE OF SERVICES

The City of Key West is requesting bids from qualified entities to provide unarmed security to selected City of Key West owned and leased properties which may include, but are not limited to, the Mole Pier at the Truman Waterfront, Mallory Square, Key West Bight Marina, Key West Bight Ferry Terminal and City Marina.

All services will be under the supervision of the Key West Police Department (KWPD) or authorized City representatives. Each property will require specific security services and may be modified by the KWPD or City representative as necessary. Additionally, it is anticipated that additional services may be required of the Contractor from time to time at other city properties or events.

Security at the Mole Pier property and Mallory involves manning a security checkpoint conducting access control. Contractor acknowledges that cruise ship schedules are subject to change which requires the Supervisor to provide for flexible scheduling.

Security at Key West Bight, Ferry Terminal, City Marina, City Parks, and special events will patrol the properties on foot day and night enforcing rules and regulations, identifying individuals breaking City laws and codes, monitoring tenant properties and belongings, and enforcing parking regulations. Violations or infractions will be corrected, documented to the supervisor of the property and if necessary will be reported to a law enforcement agency. Any ongoing or suspected problems that the Security identifies will be given special attention during the shift.

Current anticipated security requirements for each facility:

Outer Mole Cruise Ship Pier

- Five (5) guards for nine (9) hour shifts for approximately 107 port calls per year*

Mallory Square

- Two (2) guards for nine (9) hour shifts for approximately 65 port calls per year*

*This represents the City anticipated number of calls for budget year October 1, 2018 to September 30, 2019. Proposer acknowledges this number will vary each budget year.

Key West Bight/Key West Ferry Terminal

- One (1) guard from 6:00 pm until 6:00 am. Monday – Friday
- One (1) guard from 6:00 AM Saturday – 6:00 AM Monday

City Marina at Garrison Bight

- One (1) guard daily from 5:30 PM until 5:30 AM.

City Parks and Special Events

- Currently the City does not have a need for private security at City parks or special events. The City may elect to add hours for one or both at a future time.

MINIMUM QUALIFICATIONS

Proposers shall be in the business of security guard services and must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one public entity similar in size and complexity to the City of Key West or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposer shall have permanent representation of supervisory and decision making capacity residing in the City of Key West or within 35 miles of Key West.

At a minimum each security officer employed by Proposer will have the following experience, training and communication skills:

- Shall be a U.S. citizen or have a valid resident alien status.
- A valid State of Florida Class D Security License
- A valid Transportation Workers Identification Card (TWIC).
- Be fully literate in the English language (i.e., be able to read, write, speak understand and be understood.) Oral command of the English language must be sufficient to permit full communication, particularly in times of stress.
- High school diploma or equivalent.
- Successfully completed contractor training in the following or similar: technique and patrol, first aid including CPR, public relations, safety, proper use of telephones and radio, and proper use of written report forms.
- Be familiar with the requirements of 33 CFR 105: Maritime Security: Facilities. Particularly Section 105.210 Facility personnel with security duties and Section 105.215 Security training for all other facility personnel.

OTHER REQUIREMENTS

- Proposer will be required to provide the security officer, the security vehicle, uniform for the officer, communications equipment for the officer, supervision of the officer and twenty four (24) hour per day, seven days per week communications access for the City and officer.
- Security officer will require onsite training by supervisor of the proposer verified and documented by the City prior to first shift.
- Proposer will be required to show monthly training logs including federal and state requirements and specific training as it relates to 33 CFR 105 and cruise ship security.
- Monthly meetings in Key West will be required between the Proposer Management Team/Owner and KWPD and City representatives.
- The Security Officer must have communications equipment that will allow him to contact his office, the Supervisor of the facilities or designee and the KWPD.
- At certain times cruise ships/ferry boats may stay longer than scheduled. Proposer will be required to provide security services at the rate designated in the RFP for those additional hours with little or no notice.

- Proposer shall have the ability on short notice to provide additional security needs within a minimum of twelve (12) hours of notification by the City.
- The Security Officer will carry a flashlight.
- No officer providing services shall carry arms, even if properly trained and licensed. Arms shall include, but are not limited to; weapons, mace/pepper spray and nightstick.
- The Security Officer will be neatly groomed, in the approved uniform and properly equipped.
- The security vehicle shall be clean and properly maintained. Both the Security Officer's uniform and vehicle shall be clearly identified with the security firm's name and be identified with the City's logo or other identification to notify the public that the Security Officer is providing the service for the City.
- The Officer shall wear a name tag and the vehicle shall have the telephone number of the security firm prominently displayed.
- The Security Officer will report to the designated initial location on time and will remain on duty until the end of the shift or until properly relieved.
- No officer will work more than a twelve (12) hour shift in a twenty four (24) hour period.
- The Security Officer will maintain a good personal and uniform appearance, be courteous to residents and visitors at the facilities and to City personnel.
- The Security Officer will be required to interact with the business tenants, marina tenants, and the general public at each facility on a regular basis during a shift.
- The Security Officer will not conduct any personal activity that would detract from a professional image or interfere with performance of the job such as talking on a personal cell phone or making personal calls.
- The Security Officer will patrol the facilities both in the vehicle and on foot as appropriate to inspect all parts of the facilities for the purpose of detecting and preventing individuals or groups from committing acts that are illegal or injurious to others or to the property.
- All Marine Facilities must be monitored.
- The Security Officer will be required to utilize the City's time clock to check in and out for a shift.
- The Security Officer will inspect each slip at each of the Marine Facility Sites in order to reconcile "Dock Check List".
- The Security Officer shall complete an "Incident Report" to be provided to the Manager of Marine Facilities or Supervisor of Marine Facilities or their designee at the completion of the shift for any contact initiated by the Security Officer against unauthorized parties or involving customers who may be reporting violations or suspicious activities or who's conduct on City property may voluntarily or involuntarily warrant response from the Security Officer.
- KWPD and the Officers Supervisor must be immediately contacted in emergency situations or when assistance is needed. It is not expected that the Security Officer will enter into a direct confrontation with persons at the facilities.
- The Security Officer will maintain a file of Security Activity Report recording all instances that may be of interest to Supervisors or City personnel.
- The Security officer will maintain a daily log reporting activities, observations of safety hazards, malfunctioning equipment and other such matters that may be of interest to Supervisors or City personnel.
- Unregistered vessels shall be documented and reported

- The Security Firm Supervisor shall visit all of the facilities at least once each week to insure that the Security Officer is following proscribed procedures and to familiarize him or herself with any possible safety or security problems or potential problems that need to be addressed. Such visits are to be entered in the log.

PART 3

DRAFT AGREEMENT

DRAFT AGREEMENT

Between

CITY

And

For

CITY OF KEY WEST PRIVATE SECURITY SERVICES

Date

AGREEMENT FOR PRIVATE SECURITY SERVICES

This is an Agreement between: the City of Key West and the Carolina Street Corridor and Bahama Village Community Redevelopment Agency, its successors and assigns, hereinafter referred to as "CITY,"

AND

_____, a corporation organized under the laws of the State of _____, its successors and assigns, hereinafter referred to as "PROPOSER."

The PROPOSER, 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 Request for Proposal (RFP) #004-19 CITY OF KEY WEST PRIVATE SECURITY SERVICES, to the extent of the Proposal made by the Proposer, dated the _____ day of _____, 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.

WHEREAS, the CITY by Resolution No. _____ and _____ accepted the bid of PROPOSER to provide security services to CITY; and

WHEREAS, the parties agree as follows:

1. PROPOSER shall provide unarmed security services to City of Key West owned, operated, or leased properties including, but not limited to the Mole Pier, Mallory Square, Key West Bight, City Marina at Garrison Bight and the Key West Ferry Terminal, as described in the bid specifications or modifications thereto contained in RFP #004-19, which is incorporated by reference hereto.
2. PROPOSER 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 as described in RFP #004-19.
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 RFP #004-19.
4. This Agreement is for a term of three (3) years from the date this Agreement is executed by both parties. Thereafter it may be extended upon written consent of both parties for additional two (2) year terms.

5. The City agrees to pay to the Proposer the hourly rates, as outlined in the Bid Form. The City will allow an annual CPI increase by adjusting the hourly rates by the average change in the U.S. Department of Commerce Consumer Price Index (CPI) for All Urban Consumers, as reported by the Bureau of Labor Statistics for the 12 months prior to the renewal date. Hourly rates for the additional two (2) year options, if exercised, will be agreed upon by both parties before the exercise of such option.
6. 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 PROPOSER agree that the following measures may be instituted by City for PROPOSER'S failure to meet the service requirements in RFP #004-19. Should the PROPOSER 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 PROPOSER. PROPOSER shall notify City 48-hours prior to any day when PROPOSER knows or has reason to believe that an insufficient number of security personnel are available to cover required security services.
7. CITY shall pay PROPOSER within forty-five (45) days from the date of receipt of a correct and approved written invoice for payment.
8. PROPOSER to the fullest extent permitted by law expressly agrees to indemnify and hold harmless the CITY, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, 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, caused in whole or in part by any act, omission, or default by PROPOSER or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the PROPOSER or its subcontractors, material men or agents of any tier or their respective employees.
9. The PROPOSER's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the PROPOSER's limit of or lack of sufficient insurance protection
10. The CITY reserves the right to terminate this AGREEMENT at any time, but with no less than 30-days written notice to PROPOSER.
11. PROPOSER reserves the right to terminate this AGREEMENT at any time, but with no less than 120-days written notice to the CITY.

12. PROPOSER shall not assign, sublet, or transfer any rights under, or interest in this Agreement without the written consent of the City Manager.
13. This Agreement shall be governed by the laws of the State of Florida. Both parties waive trial by jury on any action brought to enforce or otherwise related to this agreement.
14. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be impaired thereby, but such remaining provisions shall be interpreted and enforced so to achieve, as near as may be possible, the purpose of this Agreement, to the extent permitted by law.
15. This Agreement constitutes the full and complete Agreement between the CITY and PROPOSER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument of the same formality and dignity hereof.
16. PROPOSER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROPOSER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the PROPOSER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
17. In the carrying out of this Agreement, PROPOSER shall not discriminate any employee or applicant for employment because of race, color, religion, national origin or citizenship status, sex, gender identity or expression, pregnancy, sexual orientation, age, disability, or military status. In carrying out this Agreement, PROPOSER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin or citizenship status, sex, gender identity or expression, pregnancy, sexual orientation, age, disability, or military status
18. Any notices sent shall be sent to the parties by U.S. mail as follows:

CITY OF KEY WEST
Port and Marine Services
201 William Street
Key West, FL 33040
305-809-3790
786-307-7541

PROPOSER

**SIGNATURE PAGE FOR
AGREEMENT FOR
CITY OF KEY WEST PRIVATE SECURITY SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement
To be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

City of Key West, Florida

By: _____ Date: _____

Mayor

Attest: _____ Date: _____

Cheryl Smith
City Clerk

Proposer

By: _____ Date: _____

Print Name: _____

Title: _____

Witness _____ Date: _____

Witness _____ Date: _____