



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

June 27, 2010

To: All Prospective Bidders

Pursuant to the City of Key West's Code of Ordinances Section 2-769: Invitation to Bid (ITB) , the City of Key West is soliciting competitive sealed bids for SECURITY SERVICES: CITY OF KEY WEST PORT OPERATIONS, KEY WEST BIGHT, CITY MARINA: ITB NO: 10-011 This package contains the following documents.

- a. Bidding Requirements
- b. Conditions
- c. Scope of Work

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). Please contact Doug Bradshaw, City of Key West Port Project Manager at (305) 809-3792 with questions concerning the project.

Firms/corporations submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Anti-Kickback Affidavit, Public Entity Crimes Certification and, past project history.

BID DOCUMENTS
FOR
SECURITY SERVICES: CITY OF KEY
WEST PORT OPERATIONS, KEY WEST
BIGHT, CITY MARINA

CONSISTING OF:

BIDDING REQUIREMENTS
CONDITIONS
SCOPE OF WORK

ITB PROJECT #:10-011

PREPARED BY:

THE CITY OF KEY WEST
PORT OPERATIONS
KEY WEST, FLORIDA

June 27, 2010

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PART 1

BIDDING REQUIREMENTS

INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID NO. 10-011: SECURITY SERVICES:
CITY OF KEY WEST PORT OPERATIONS, KEY WEST
BIGHT, CITY MARINA

ISSUE DATE: JUNE 27, 2010

PRE BID CONFERENCE: NA

MAIL BIDS TO: CITY CLERK
CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE
RECEIVED: AUGUST 4, 2010

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

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

INVITATION TO BID

Sealed Bids addressed to the CITY OF KEY WEST, for the Invitation to Bid (ITB) # 10-011: SECURITY SERVICES: CITY OF KEY WEST PORT OPERATIONS, KEY WEST BIGHT, CITY MARINA will be received at the office of the City Clerk, City of Key West, Florida, until 3:00 p.m., local time, on August 4, 2010 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The City of Key West is seeking bids from Contractors specializing in Security Personnel and Services to provide the appropriate unarmed security services to 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, and the Outer Mole at the Truman Waterfront property.

Bid requirements may be obtained from DemandStar by Onvia. Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

One (1) original, one (1) copy, and two (2) CD copies in PDF format of the Bid are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "ITB #10-011: SECURITY SERVICES: CITY OF KEY WEST PORT OPERATIONS, KEY WEST BIGHT, CITY MARINA", and addressed to the City Clerk.

Bidders must hold and furnish documentation of all State of Florida licenses, certifications, registrations or competency cards required in order to bid and perform the work specified herein.

The successful Bidder will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award. The successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- A. City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. A valid Certificate of Competency issued by the Chief Building Official of the City of Key West, which shall be valid throughout the contract time.
- C. A valid Business Tax Receipt issued by the City of Key West.

All bid bonds, 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/her 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 Owner will conduct such investigation as is necessary to determine the performance record and ability of each qualified Bidder to perform the size and type of work specified under this Contract. Upon

request, Bidders shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact Doug Bradshaw, Port Project Manager, telephone (305)-809-3792 or email at dbradsha@keywestcity.com.

Prior to award by City Commission the successful Bidder must be able to prove that Bidder held State Licenses prior to submittal of bid as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Bidder must be able to prove that Bidder holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the bid document. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in Bid. The City may reject bids: (1) for budgetary reasons, (2) if the Bidder misstates or conceals a material fact in its Bid, (3) if the Bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

Dated this 23rd day of JUNE, 2010

CITY OF KEY WEST, FLORIDA

BY: J. K. Scholl
Jim Scholl, City Manager
or Authorized Representative

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS **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 Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

The Contract Documents are based on the City's adopted Code of Ordinances. However, in any portion of these Contract Documents are inconsistent with the Code of Ordinances, the Code will take precedence. Bidder shall familiarize themselves with the City's Code of Ordinances Section 2: Administration.

The intent of the Documents is to describe a functionally complete project/activity (or part thereof) in accordance with the Contract Documents. Any personnel, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

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 Bidder should request of the Project Manager, in writing, at least fifteen (15) calendar days prior to the 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 through DemandStar to all registered holders of the Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. DESCRIPTION OF THE WORK

The work to be completed for this project can be found in Section 3. The Bidder will be required to complete all work as specified.

3. QUALIFICATION OF CONTRACTORS

Bidders must hold all licenses, certifications, registrations or competency cards required by Florida Statute and local ordinances in order to perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform him/herself of the conditions relating to the execution of the work, and it is required that he/she will inspect the site(s) and make himself/herself thoroughly familiar with the Bid Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Bid Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning the work.

The Owner will make available to prospective Bidders upon request and at the office of the Project Manager, prior to bid opening, any information that he/she may have as to aid the Bidder in the Bid process.

Investigations conducted by the Project Manager of any locations were made for the purpose of study and design, and the Project Manager assumes no responsibility whatever in respect to the sufficiency or accuracy of data or other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Each Bidder shall inform him/herself of, and the Bidder 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, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. UNIT PRICE

The Bid for the work is to be submitted as described on the BID FORM. Prices shall be broken down on a unit price basis in the Bid. The total amount to be paid the Contractor shall be the amount described on the BID FORM as adjusted for additions or deletions in number of units and/or resulting from Owner authorized changes in the work.

B. PREPARATION OF BIDS

GENERAL

All blank spaces in the Bid form must be filled in, as required, in BLACK INK or TYPED. All price information will be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern

in case of discrepancy between amounts stated in writing and the amounts stated in figures.

Any Bid 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 ITB.

Bidders shall not submit unbalanced bids as requested in the breakdown of bids.

Only one (1) Bid from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one (1) Bid for work contemplated, all Bids in which such Bidder is interested will be rejected.

SIGNATURE

The Bidder shall sign his/her Bid in the blank space provided therefore. If Bidder 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 the Bidder 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 on 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 Owner prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, CODES, ORDINANCES, PERMITS, and LICENSES, as set forth in the General Conditions.

ATTACHMENTS

Bidder shall complete and submit the following forms with his Bid or as otherwise identified in the bid document:

- **Bid Form,**
- **Subcontractors Form**
- **Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,**
- **Anti-Kickback Affidavit**
- **Local Vendor Certification**
- **At least five (5) years of current or similar work shall be provided (dates of works and contacts shall be included),**

- A description of any previous or existing legal action against the Bidder within the past five (5) years. If none, bidder shall state this fact.
- New item: All bidders shall include with their bid package their complete bid on a CD in PDF format (two CDs are required with the bid)

Note: if any of the items above or as required in other parts of the document are not included in the Bid, the City has the option of considering the bid nonresponsive and therefore will be rejected.

7. STATE AND LOCAL SALES AND USE TAX

Unless the Supplementary Conditions contains a statement that the Owner 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 Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the ITB. Bids must be made on the Bid forms provided herewith.

Each Bid must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the ITB. One original, one copy, and two CDs are required.

9. MODIFICATIONS OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telephone, fax, or email. If by telephone, fax, or email, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid. No Bid may be withdrawn after the time scheduled for the opening of Bids, unless the time specified in paragraph 12, AWARD OF CONTRACT, in these Instructions to Bidders shall have elapsed.

10. BID SECURITY (NOT APPLICABLE TO THIS BID)

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he/she shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

Acceptable forms of bid bonds are cashier's check, certified check, bid bond, or irrevocable letter of credit per City Code of Ordinance Section 2-828.

11. RETURN OF BID SECURITY (NOT APPLICABLE TO THIS BID)

Within fifteen (15) days after the award of the Contract, the Owner will return the Bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of the Bids, the Owner will accept one of the Bids and will act in accordance with the following paragraphs:

The acceptance of the Bid will be by written notice of award (Notice of Award), mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the Bidder to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next responsible offeror whose Bid is determined in writing to be the most advantageous to the city. Such award, if made, will be made within sixty (60) days after the opening of the Bids.

Bid Award will be the date of the Notice of Award letter. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The Owner reserves the right to reject any and/or all Bids because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Bids, and to accept any Bid that the CITY OF KEY WEST deems to be in the best interest of the Owner.

13. BASIS OF AWARD

Pursuant to Sec. 2-835: Award of Contract of the City Ordinances, the contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this ITB.

If at the time this Contract is to be awarded, the total of the lowest acceptable Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all Bids or take such other action as best serves the Owner's interest.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within twenty (20) working days after receiving notice of award, sign and deliver to the Owner the Contract together with the acceptable insurance certificates as required in these Documents. Within twenty (20) working days after receiving the signed Contract, with acceptable insurance from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS (NOT APPLICABLE TO THIS BID)

The Bidder who has a contract awarded to him/her and who fails to promptly and properly execute the contract shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by the Owner, and it is agreed that said sum is a fair estimate of the amount of the damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Bid Bond.

16. PERFORMANCE OF WORK BY BIDDER

The Bidder shall perform on site and with his/her own organization, labor equivalent to at least forty (40) percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Bidder requests a reduction of such percentage, and the Project Manager determines that it would be to the client's advantage, the percentage of labor to be performed by the Bidder's own organization may be reduced; provided prior written approval of such reduction is obtained by the Bidder from the Project Manager. All subcontractors must obtain all the required security credentialing as the primary Bidder.

17. CONTRACT TERMS

This Contract is for a term of three (3) years from the date of the Agreement of Services is entered into. It is effective when signed by the parties. The City will allow an annual CPI-U (for Miami/Ft. Lauderdale) increase beginning on the date of the signed Agreement. The parties may renew the Agreement on the same terms and conditions, for an additional two (2) calendar years, with an increase negotiated by both parties, if mutually agreed to by CONTRACTOR and by Resolution of the City Commission, 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.

18. PAYMENT TERMS

The Bidder will bill the City on a monthly basis. Terms of payment will be a maximum of 45 days from receipt of invoice.

19. LICENSES, PERMITS, AND FEES

The Bidder is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work as stated in the sections of this bid document. The licenses, permits, and fees that are required by the City of Key West are listed in Part 1: City of Key West Licenses, Permits, and Fees. The Bidder shall verify the list with the appropriate City of Key West Departments.

CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during construction or the percentage method or unit method of all licenses, permits, and fees REQUIRED BY THE CITY OF KEY WEST and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, Business Tax Receipt – Fees dependant on square footage leased and range from \$115.00 to \$800.00 per year.

Note: Contractor shall verify each license, permit, or fee before submitting the bid.

LICENSES, PERMITS, AND FEES THAT MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES, OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ALSO MAY BE REQUIRED AND SHALL BE THE RESPONSIBILITY OF BIDDER.

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

BID

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: SECURITY SERVICES: CITY OF KEY WEST PORT OPERATIONS, KEY WEST BIGHT, CITY MARINA

Project: ITB #10-011

BIDDER'S INFORMATION

Company Name: _____

Address: _____

Contact Name: _____

Email: _____

Telephone: _____

Fax: _____

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 work, that he/she has personally inspected the work areas, that he/she has satisfied himself/herself as to the personnel needed, and conditions of work involved, including the fact that the description of the work and materials, as included herein, is brief and is intended only to indicate the general nature of the work.

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.

The intent of the Bid Documents is to describe a functionally complete job (or part thereof) to be completed or undertaken in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

CONTRACT EXECUTION

The Bidder agrees that if his Bid is accepted, he/she will, within twenty (20) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his Bid, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

ADDENDA

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

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

BID FORM

**ITB #10-011: SECURITY SERVICES: CITY OF KEY WEST PORT OPERATIONS,
KEY WEST BIGHT, CITY MARINA**

*The approximate required security services for each facility is outlined in Section 3: Scope of Work

Mallory Square

Hourly Rate \$_____ per security personnel

In Words: _____

Outer Mole at the Truman Waterfront

Hourly Rate \$_____ per security personnel

In Words: _____

Key West Bight Ferry Terminal

Hourly Rate \$_____ per security personnel

In Words: _____

Key West Bight

Hourly Rate \$_____ per security personnel

In Words: _____

City Marina

Hourly Rate \$_____ per security personnel

In Words: _____

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 _____, 2010.

(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 _____, 2010.

Signature of Bidder _____

Title _____

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

PROJECT ITB #10-011: SECURITY SERVICES: CITY OF KEY WEST PORT OPERATIONS, KEY WEST BIGHT, CITY MARINA

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 guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

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

 (Signature)

 (Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this _____ day of _____, 2010.

My commission expires:

 NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #10-011: SECURITY SERVICES: CITY OF KEY WEST PORT
OPERATIONS, KEY WEST BIGHT, CITY MARINA

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

By: _____

Sworn and subscribed before me this
_____ day of _____, 2010.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW 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: _____

Signature of Authorized Representative _____ Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank

**AGREEMENT FOR
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 525 Angela Street, Key West, Florida 33040 (hereinafter referred to as "CITY") and _____, an _____ corporation, whose address is _____ (hereinafter CONTRACTOR.)

WITNESSETH:

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

WHEREAS, the parties agree as follows:

1. CONTRACTOR shall provide security services to CITY of Key West owned, operated, or leased properties including, but not limited to Key West Bight, Key West Bight Ferry Terminal, City Marina, Mallory Square, and the Outer Mole at the Truman Waterfront property as described in the bid specifications or modifications thereto contained in IB #10-011, which is incorporated by reference hereto.
2. 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". State of Florida Class D Security License is required for all security personnel. TWIC Badging is required by at least one security personnel per shift at the Outer Mole.
4. In consideration of the performance of the services as set forth in IB #010-011, the City agrees to pay to the CONTRACTOR the hourly prices, as outlined in the Bid Form in accordance with IB #10-011, or as otherwise herein provided.
5. The CONTRACTOR shall have permanent representation of supervisory capacity residing in the City of Key West or Monroe County, and shall also have the ability, on short notice, to provide for additional security needs within a minimum twelve (12) hours of notification by the City. It is also understood that cruise ship schedules are subject to change and/or cancellations, which requires the CONTRACTOR to provide for flexible scheduling of security personnel

6. CONTRACTOR will maintain a 24-hour cell phone/office contact number with a supervisor.
7. At certain times ships may stay longer than scheduled. CONTRACTOR must be able to maintain required security personnel for those additional hours with little or no notice.
8. All security services performed shall comply with the State and FDLE requirements and shall be coordinated with the City of Key West Police Department. Where applicable, the security services shall be in compliance with the City of Key West Security Plan or as designated by the director of Port Operations for the City of Key West.
9. The City's intent is to implement a penalty clause that will begin 60 days after inception of service. After such time, should the contractor be unable to provide the required services as described in the contract and related bid documents, then the City may provide services using alternative resources. Subsequently, after two service infractions within three months, or three in any six-month period, the City will charge back to the vendor an hourly rate of \$35/hour for actual hours worked by City of Key West Police, to cure contractor service deficiencies. The City will serve notice to the Contractor of infractions and its intent to implement the penalty clause. Notwithstanding the provisions of paragraphs 17 & 18, the City will endeavor to allow the Contractor a reasonable tolerance to correct such deficiencies, without compromising the security plan, before implementing alternatives. The contractor will be responsible for these additional costs and such cost will be deducted from payments owed contractor. The City will notify the Contractor in writing its agent(s) designated to administer compliance with this provision.
10. CONTRACTOR must notify the CITY the day prior to the day when CONTRACTOR has insufficient guards to cover required security services.
11. All CONTRACTOR security personnel must be proficient in speaking and reading English.
12. All CONTRACTOR security personnel must wear a company issued uniform approved by the City and must maintain a professional appearance at all times.
13. The CITY may require CONTRACTOR security personnel to seek a Port Security Classification once available from the State of Florida. Certification will be obtained at the expense of the CONTRACTOR.
14. CITY shall pay CONTRACTOR within forty-five (45) days from the date of receipt of a correct and approved written invoice for payment.
15. CONTRACTOR shall carry the following insurance:

Workers' Compensation Insurance: Statutory – in compliance with the Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000.00) Dollars each accident.

Comprehensive General Liability: Coverage shall have minimum limits of \$1,000,000.00 each occurrence/\$2,000,000.00. General Aggregate/\$1,000,000.00 products/completed operations, Combined Single Limit for Bodily Injury Liability and Property Damage liability, this shall include Premises and/or Broad Form Property Damage, Contractual Liability endorsement and there should be no XCU exclusion in the policy.

Business Auto Liability: Coverage shall have minimum limits of \$1,000,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, hired and Non-Owned Vehicles and Employee Non-Ownership.

16. 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. Nothing herein is intended to waive the sovereign immunity afforded to CITY pursuant to Florida law, including section 768.28, Florida Statutes.

This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, CONTRACTOR shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The CONTRACTOR shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CITY whether performed by CONTRACTOR, or by persons employed or used by CONTRACTOR.

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.

17. This Agreement is for a term of three (3) years from the date this Agreement is executed by both parties. The City will allow an annual CPI-U (for Miami/Ft. Lauderdale) increase beginning on the date of the signed Agreement. The parties 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 CONTRACTOR and by the City Manager, 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.
18. City shall have the right to terminate this contract with or without cause upon fourteen (14) calendar days written notice to CONTRACTOR. CONTRACTOR shall have the

right to terminate this Agreement with or without cause upon ninety (90) calendar days written notice to City.

19. Multiple tardiness and/or failure to show up for shifts by CONTRACTOR security personnel may result in termination of this Agreement contract or CONTRACTOR may be required to remove that security personnel from any City of Key West security detail. Final decisions in this matter will be the KYPD/authorized City representative.
20. 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.
21. 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.
22. 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.
23. 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

**SIGNATURE PAGE FOR
AGREEMENT FOR
SECURITY SERVICES**

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this
_____ day of _____ 2010.

Attest:

City of Key West, Florida

Cheryl Smith, City Clerk

By: _____
Jim Scholl, City Manager

By: _____

PART 2
CONDITIONS

CONDITIONS OF BID
CITY OF KEY WEST

1. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

- a. The enclosed Bid Response Form is to be used, other forms may be rejected.
- b. All information required by the Bid form shall be furnished. The bidder shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
- c. Bid delivery time must be shown and shall include Sundays and holidays.
- d. Bidder shall thoroughly examine the scope of work, schedule, instructions, and all other contract documents.
- e. All bids shall be submitted in original plus one copy and two CDs containing the complete bid in PDF format.
- f. Bidders are advised that all CITY OF KEY WEST contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

2. SUBMISSION OF BIDS:

- a. Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- b. Bids must be submitted on the form furnished. Telecopy bids will not be considered.
- c. Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.
- d. Bid prices must remain in effect for ordering up to three (3) months from bid opening date.

3. REJECTION OF BIDS:

- a. The CITY OF KEY WEST may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in his/her bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CITY OF KEY WEST. The CITY OF KEY WEST may also waive any minor informalities or irregularities in any bid.

4. WITHDRAWAL OF BIDS:

- a. Bids may not be withdrawn after the time set for the bid opening for a period of time as specified in the Instruction to Bidders.
- b. Bids may be withdrawn prior to the time set for bids opening. Such request must be in writing addressed to the City Clerk.

5. LATE BIDS OR MODIFICATION:

- a. Bids and modifications received after the time set for the bid opening will not be considered.
- b. Modifications in writing received prior to the time set for the bid opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this Bid and subsequent contract(s) including, but not limited to:
 - 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
 - 2. Minority Business Enterprises (MBE), as applicable to this contract.
 - 3. Occupational Safety and Health Act (OSHA), as applicable to this contract.

7. COLLUSION:

- a. The Bidder by affixing his/her signature to this Invitation to Bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

8. VARIANCE IN CONDITIONS:

- a. Any and all special conditions and specifications attached hereto, which vary from General Conditions, shall have precedence.

9. APPROPRIATIONS CLAUSE:

- a. If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposes in the City's annual budget for the next succeeding fiscal year.

10. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

- a. If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Finance Director on or before twenty calendar (20) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the bid, if made, will be made only by

Addendum duly issued. Such addendum will be made available through the DEMANDSTAR web site. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

11. DISCOUNTS:

- a. Bidders may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for bid evaluation proposed. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- b. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT:

- a. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Request for Bid, is most advantageous to the City, prices and other factors considered.
- b. The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his/her bid by specified limitations as provided in 4 (4).
- c. If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded according to City Ordinance Section 2-835(c).
- d. Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- e. A written award of acceptance (Purchase Order) and a signed contract, mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.

13. LOCAL PREFERENCE:

- a. Pursuant to City Code Section 2-798 the City of Key West policy of local preference is applied to Bids submitted by qualified local businesses.

14. DAMAGE:

- a. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

15. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSE:

- a. Should there be travel and/or reimbursable out of pocket expenses relevant to this contract, Florida Statute 112.061 (Per Diem and travel expenses of public officers,

employees, and authorized persons) will be followed. (Not applicable to Lump Sum Bids). All travel and costs must be preapproved by the City of Key West in order to be eligible for reimbursement.

16. SURETY AND INSURER QUALIFICATIONS

- a. All bonds, 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/her 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.

PART 3

SCOPE OF WORK

**City of Key West
Scope of Work
Security Services**

Description of Services

Port Operations for the City of Key West, Key West Bight, and City Marina are seeking proposals from Contractors specializing in Security Services to provide the appropriate unarmed security to selected City of Key West owned and leased properties which may include, but are not limited to, the Key West Bight, Key West Bight Ferry Terminal, City Marina, Mallory Square, and the Outer Mole at the Truman Waterfront property.

All services will be under the supervision of the Key West Police Department (KWPD) or authorized City representative. Each property will require specific security services and may be modified by the supervisor. In addition, it is contemplated that additional services may be requested of the Contractor from time to time at other Key West properties or events.

Minimum Security Services Requirements

- State of Florida Class D Security License is required for all security personnel,
- At least one of the security personnel for each shift at the Outer Mole must have obtained a TWIC badge
- The Contractor shall have permanent representation of supervisory capacity residing in the City of Key West or Monroe County, and shall also have the ability, on short notice, to provide for additional security needs within a minimum twelve (12) hours of notification by the City. It is also understood that cruise ship schedules are subject to change and/or cancellations, which requires the Contractor to provide for flexible scheduling of security personnel
- At certain times ships may stay longer than scheduled. Contractor must be able to maintain required security personnel for those additional hours with little or no notice.
- All security services performed shall comply with State and FDLE requirements and shall be coordinated with the City of Key West Police Department. Where applicable, the security services shall be in compliance with the City of Key West Port Security Plan or as designated by the Director of Port Operations for the City of Key West.

Anticipated Security requirements for each facility

Uniformed security services shall be provided for security checkpoints at each dock/terminal when cruise ship/ferry boat are in port or as roving security for Key West Bight and City Marina, as outlined below:

1. Key West Bight/Key West Bight Ferry Terminal: Hours to be covered
 - Monday thru Friday
 - 4:00 P.M.-7:00 A.M.
 - Saturday-Sunday (2 hour overlap requires two security guards)
 - 9:00 A.M. - 6:00 P.M.
 - 4:00 P.M. - 9:00 A.M.

2. City Marina: Hours to be covered
 - Monday thru Sunday
– 8:00 P.M.-6:00 A.M.
3. Mallory Square: Requires two (2) guards for nine (9) hour shifts each
 - Port Calls July-September 2010: 0
 - Port Calls October 2010-September 2011: 47
4. Outer Mole: Requires five (5) guards for nine (9) hour shifts each
 - Port Calls July-September 2010: 22
 - Port Calls October 2010-September 2011: 111

The hourly rate shall be based on the above estimates. The estimates are subject to change due to unanticipated changes in the number of cruise ships/ferry boats scheduled for docking. The City does not make any guarantee of the number of hours that security services will be required. Bidder may approximate future year hours based on the above numbers, but numerous factors will affect both the number of cruise ships/ferry boats and possible the number of security personnel needed due to changes in security requirements. Cruise Ship calendars can be found on the City's website.

Additional Contract Criteria

- Multiple tardiness and/or failure to show up for shifts by Contractor security personnel may result in immediately cancellation of security contract or Contractor may be required to remove that security personnel from any City of Key West security detail. Final decisions in this matter will be the KYPD/authorized City representative.
- All Contractor security personnel must be proficient in speaking and understanding English.
- All Contractor security personnel must wear a company issued uniform approved by the City and must maintain a professional appearance at all times.
- The City may require Contractor security personnel to seek a Port Security Classification once available from the State of Florida. Certification will be obtained at the expense of the Contractor.
- Contractor will maintain a 24-hour cell phone/office contact number with a supervisor.
- Use of headphones, radios, CD players, iPods, etc are prohibited.
- Use of cell phones shall be limited.
- Contractor is required to fill "no show" positions within 30-minutes by supervisor if necessary or the City will implement the penalty clause in the contract.
- Contractor will provide designated supervisors for all positions.
- Contractor will be required to participate in monthly operation meetings with City of Key West staff.
- Security personnel working at the Key West Bight will be required to support calls to the Key West Park and Ride on Grinnell Street and throughout the Key West Bight report general maintenance issues such as lights out, doors left unlocked, etc.
- Contractor is responsible for replacement costs of any security equipment provided by the City such as cell phone or wand that is damaged or lost by Security personnel.