

CITY OF KEY WEST



REQUEST FOR PROPOSALS

RFP # 25-013

FOR

Private Security Services

Mayor: Danise Henriquez

City Manager: Brian L. Barroso

Commissioners:

Monica Haskell; District 1

Donald "Donie" Lee; District 3

Mary Lou Hoover; District 5

Samuel Kaufman; District 2

Lissette Carey; District 4

Aaron Castillo; District 6



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

Solicitation Data

Request Number: RFP 25-013

Title: Private Security Services

Description: The City of Key West is requesting proposals 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, and City Marina.

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

Issue Date: April 17, 2025

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

Clarification Submittal Deadline: May 01, 2025, 3 P.M. LOCAL TIME

Clarification Response Deadline: May 05, 2025, 3 P.M. LOCAL TIME

Responses Deadline Date: May 15, 2025, 3 P.M. LOCAL TIME

Estimated Award Date: June 2025

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City of Key West

Request for Proposals

Private Security Services

RFP No. 25-013

NOTICE: Pursuant to Sec. 2-769 of the City's Code of Ordinance, sealed proposals for consideration to provide the services detailed in the scope of services listed below, shall be received until **3:00 P.M. on May 15, 2025**. The submittals shall be clearly marked **"RFP No. 25-013 – Private Security Services"**.

All submittals shall be publicly opened and recorded on May 15, 2025, at 3:00 P.M.** Late submittals shall **not** be accepted or considered.

Please submit one (1) original and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside **"Sealed Proposals for RFP No. 25-013 Private Security Services"** addressed and delivered to the City Clerk at the address noted above.

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

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

PROJECT OVERVIEW

The City of Key West is soliciting proposals from qualified firms or individuals to provide Private Security Services at the Key West Bight, City Marina and the Key West Bight Ferry Terminal. Interested parties must submit a proposal in accordance with the instructions and timeline outlined in this RFP. The City will review only those proposals that include all required information, as determined at the City's sole discretion.

The City will evaluate the proposals submitted in response to this RFP to rank proposers. The top-ranked proposer will be invited to enter contract negotiations. On an as-needed basis, the City may assign additional specific projects to the selected proposer. The chosen firm must demonstrate relevant experience and capabilities, with personnel who are qualified through education and experience in the required disciplines.

All inquiries must reference **RFP No. 25-013 – Private Security Services** in the subject line and should be directed to the following email at lucas.torresbull@cityofkeywest-fl.gov. No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

The City's tentative schedule for this Request for Proposal is as follows:

Cut-off Date for Questions: **May 01, 2025, at 3:00 P.M.**

Deadline for Submittals and Opening of Proposals: **May 15, 2025, at 3:00 P.M.**

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

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

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

Finance-Division

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

Departments

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

Authorized Representative

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

(ii) You/Your

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

Proposer/Consultant/Submitter

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

Successful Proposer/ Consultant/Submitter

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

(iii) Proposals/ Submittals

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

1.2 CLARIFICATION/ QUESTIONS

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

writing by email, to the Procurement Contact email address specified on the title page.

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

(i) Written Addenda

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

1.3 COST OF PREPARATION

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

1.4 EXAMINATION OF DOCUMENTS

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

1.5 PUBLIC RECORDS

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

1.6 WITHDRAWAL OF PROPOSAL

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

1.7 RIGHT TO REJECT

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

1.8 GOVERNMENTAL RESTRICTIONS

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

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

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

(ii) Interviews

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

(iii) Request for Modifications

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

(iv) Bid Acknowledgment

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

(v) Acceptance/Rejection/Modification To Submittals

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

(vi) Submittals Binding

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

(vii) Alternate Proposals/ Statement/ Proposals

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

(viii) Economy of Preparation

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

(ix) Proprietary Information

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

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

1.10 COMPLIANCE WITH ORDERS AND LAWS

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

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

Occupational, Safety and Health Act (OSHA)

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

Environment Protection Agency (EPA)

Uniform Commercial Code (FL Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

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

U.S. Department of Transportation

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

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

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

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

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the

provisions of Section 2-773 Cone of Silence, 2-289 Conflict of Interest and 4.10 Disclosure of Financial Interest by Officers and Employees are applicable to this transaction.

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

- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
 - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
 - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
 - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
- (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
- (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
- (3) Oral communications at duly noticed pre-bid conferences;
 - (4) Oral presentations before publicly noticed evaluation and/or selection committees;
 - (5) Contract discussions during any duly noticed public meeting;
 - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
 - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
 - (8) Purchases exempt from the competitive process pursuant to [section 2-797](#) of these Code of Ordinances;
- (d) *Procedure.*
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive

solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The cone of silence shall terminate:

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

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

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

(e) *Violations/penalties and procedures.*

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

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

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

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

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

1.12 SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Key West evaluations are open to public inspection upon proper request.

Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

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

1.14 ASSIGNMENT

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

1.15 PROPERTY

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

1.16 TERMINATION FOR DEFAULT

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

1.17 TERMINATION FOR CONVENIENCE

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

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award

additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

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

1.20 CAPITAL EXPENDITURES

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

1.21 GOVERNING LAW AND VENUE

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

1.22 ATTORNEY FEES

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

1.23 NO PARTNERSHIP OR JOINT VENTURE

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

1.24 TERMS AND CONDITIONS OF AGREEMENT

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

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

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

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

Proposer shall pay all damages and costs awarded against the City.

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

1.25 EQUAL BENEFITS FOR DOMESTIC PARTNERS FOR PROCURED PROJECTS

Awarded Proposer will be required to comply with

Ordinance Sec 2-799 –Provide Equal Benefits for Domestic Partners.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

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

END OF SECTION 1

SECTION 2

SPECIAL CONDITION

2.1 PURPOSE

This Request for Proposals (hereinafter referred to as “RFP”) is designed to provide prospective Proposers with the information necessary for the preparation of competitive responses. The RFP process is for the benefit of the City of Key West (hereinafter referred to as the “City”) and is intended to provide the City with comparative information to assist in the selection process. This RFP is not intended to be a comprehensive list of all work and materials necessary to complete the project or supply goods and services. Each applicant is responsible for determining all factors necessary for submission of a comprehensive response.

Respondents to the RFP are hereinafter referred to as “Proposer.”

2.2 MINIMUM QUALIFICATION REQUIREMENTS

Proposers shall be in the business of security guard services and must possess sufficient financial support, equipment and organization to ensure 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 no later than 30-days of bid award. The proposer shall research and fully be informed of the cost of living and housing issues associated with living in the area.

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) or be able to obtain.
- 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.

OTHER REQUIREMENTS

- Proposer will be required to provide the security officer, 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 officers will require onsite training by supervisor of the proposer verified and documented by the City prior to first shift.
- Quarterly meetings in Key West will be required between the Proposer's Management Team/Owner and City representatives.
- The Security Officer must have communications equipment that will allow him to contact his office and the Supervisor of the facilities or designee.
- At certain times 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.
- The Security Officer shall carry a phone that can be utilized for the City's ProxiGuard Security guard Tour System.
- No officer providing services shall carry firearms, even if properly trained and licensed. Firearms 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 if utilized 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 Security 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 shall 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 marina docks and upland 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 Marina Facility Sites in order to reconcile "Dock Check List".
- The Security Officer shall complete an "Incident Report" to be provided to the Deputy Director of Ports and Marine Services 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.
- KYPD 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 month to ensure that the Security Officer is following prescribed 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.

2.3 LICENSING

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

2.4 EXECUTION AND TERM OF CONTRACT

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

The initial contract resulting from this solicitation shall be valid for a three (3) year period starting from the contract's effective date. Upon completion of this initial term, the City shall have the option to renew the contract for up to two (2) additional one (1) year periods, extending the total contract duration to a maximum of five (5) years. The Awarded Proposer shall adhere to the same terms and conditions throughout the additional period(s) as those included in the original contract. The continuation of the contract beyond the initial term, including any exercised option, is at the City's discretion and not a right of the Awarded Proposer. This discretion can only be exercised if continuation is deemed to be in the best interest of the City. It is expected that the City will enter into a three (3) year agreement, which may be extended for an additional two (2) year term upon mutual written consent. The City agrees to compensate the Proposer according to the hourly rates outlined in the Proposal Form, with an annual adjustment based on 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 preceding the renewal date. If the two (2) year option is exercised, the hourly rates for this period will be agreed upon by both parties prior to the option's exercise.

2.5 PROPOSAL FORMAT AND SIGNATURES

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

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

2.6 METHOD OF AWARD

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

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

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

The City, at its sole discretion, reserves the right to inspect any/all of the Proposer's facilities to determine their capability to meet the requirements for the contract. Also, hourly rates, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Agreement.

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

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

The City's Selection Committee will evaluate proposals and will select the Proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. The purpose of the Evaluation Process is to evaluate the proposals submitted in response to this Request for Proposal and to establish the most advantageous firm/individual, further identified as the No. 1 or highest ranked firm/individual. Each proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

PHASE I – EVALUATION

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

Each Selection Committee member shall evaluate and award points in accordance with the Scoring

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

PHASE II – SELECTION

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

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

Pursuant to Florida Statute 120.57(3); “Failure to file a protest within the time prescribed in section [120.57](#)(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.”

EVALUATION CATEGORIES – PHASE I & II

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

Category	Points
1. Specialized experience in the type of work to be performed, preferably including work in a city of similar size and geographic location.	40
2. 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
3. Permanent representation of supervisory capacity residing in the City of key West or within 35 miles of Key West	15
4. PRICE	15
5. References	10
Total Points	100

2.7 DUE DATE

All proposals are due no later than **Thursday, May 15, 2025, at 3:00 P.M.** All proposals received will be publicly opened on the date and the time specified. All proposals received after that time

shall be returned unopened.

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

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

2.8 INSURANCE REQUIREMENTS

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

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

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

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

EXCEPTIONS TO SPECIFICATIONS

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

2.9 INQUIRIES

Any questions regarding this solicitation shall be directed in writing to the Procurement Contact via email at lucas.torresbull@cityofkeywest-fl.gov. All inquiries must have in the subject line the following: **RFP No. 25-013 – Private Security Services**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email **on or before 3:00 P.M. on Thursday, May 01, 2025**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers on Demand Star, also available via link on the City's website.

2.10 VERIFICATION OF INFORMATION

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

2.11 GOODS/ SERVICES MAY BE ADDED OR DELETED

It is hereby agreed and understood that goods or additional services may be added to this contract at the City's option. It is also agreed and understood that the City may add or delete goods/services on this contract at the City's option. The Awarded Proposer shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Proposer.

2.12 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

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

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

2.13 BACKGROUND INFORMATION

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

2.14 METHOD OF ORDERING

Services will be requested through a purchase order. Invoices must be submitted for each purchase order and should clearly specify the position or title of the employee providing security services, along with the total number of hours worked and the location where services were rendered.

2.15 PAYMENT/ INVOICES

Payment terms will be considered as net forty-five (45) days from the date of satisfactory delivery at the designated place of acceptance or from the receipt of a correct invoice at the specified office, whichever occurs later. The invoice must provide sufficient details to demonstrate compliance with the terms and conditions of the contract. Upon completion of services, the relevant department will evaluate the services provided to ensure they meet the specifications. Failure by the awarded Proposer to fulfill their responsibilities as outlined may result in one or more actions, as determined by the City:

- Payment withholding of partial or entire amount.
- Compensation deemed acceptable by the City due to non-performance.

2.16 REFERENCES

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

2.17 ADDENDA

The Proposer hereby acknowledges receipt of 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 the Proposal(s) includes all impacts resulting from said addenda.

2.18 RELATED EXPENSES/TRAVEL EXPENSES

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

END OF SECTION 2

SECTION 3

SCOPE OF SERVICES

3.1 BACKGROUND

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

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

The City operates under a commission-manager form of government, with six district Commissioners and one Mayor elected at large. The City Commission appoints members to various volunteer boards and commissions, which are responsible for carrying out duties outlined by State law, the City Charter, and local ordinances. These boards and commissions include the Planning Board, the Historic Preservation Committee, and the Tree Commission. Additionally, the City Commission appoints Special Advisory Committees to provide community input on specific issues and projects as needed. Current advisory boards include the Key West Bight Management District Board, Parks & Recreation Advisory Board, Bahama Village Redevelopment Advisory Committee, Arts in Public Places Advisory Board, Contractors Examining Board, and the Environmental Sustainability Board.

3.2 SCOPE OF SERVICES

The City of Key West is requesting proposals 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, 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 Proposer from time to time at other city properties or events.

Security at Key West Bight, Ferry Terminal, and City Marina will patrol the properties on foot and/or

golf cart 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:

Key West Bight/Key West Ferry Terminal

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

Key West Bight Ferry Terminal (December 26 – June 5)

- Two (2) guards from 3:00PM until 6:00PM. Monday – Sunday or when Key West Express is docked at the ferry terminal facility.
- One (1) guard from 6:00PM until 8:00PM. Monday – Sunday or when Key West Express is docked at the ferry terminal facility.

Key West Bight Ferry Terminal (June 6 - December 25)

- Two (2) guard from 3:00PM until 6:00PM. Thursday – Monday or when Key West Express is docked at the ferry terminal facility.
- One (1) guard from 6:00PM until 8:00PM. Thursday – Monday or when Key West Express is docked at the ferry terminal facility.
- One (1) guard from 5:00PM until 8:00PM. Tuesday - Wednesday or when Key West Express is docked at the ferry terminal facility.

City Marina at Garrison Bight

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

3.3 PROPOSAL SUBMITTAL INSTRUCTIONS

Response Content

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

Tab 1. Cover Letter and Executive Summary

The cover letter shall contain the Proposer's name, address, telephone number, and the name of the Proposer's contact person(s). It shall introduce the company including a brief overview of the firm's history, the corporate name, address and telephone number of corporate headquarters and the local office, number of years in business, names of principals and number of employees.

Indicate the State in which Proposer is incorporated or organized. If other than Florida, include evidence of authorization to do business in Florida. Include a reproduction of Corporate Charter Registration, if applicable.

Identify the primary person responsible for this proposal. Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform and complete the services. This letter must be signed by an individual authorized to bind the firm. Failure to meet this requirement may result in disqualification.

The Proposer shall provide a narrative outlining the firm's qualities and capabilities, demonstrating how the firm will collaborate with the City to meet the requirements of the services requested. The narrative should also detail the proposed approach to completing the work and reflect a clear understanding of the project requirements.

Tab 2. Content 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 proposals shall be no more than twenty (20) sheets double-sided (40 pages), 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 drives 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.

Tab 3. Table of Content

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.

Tab 4. Experience and Qualifications

Indicate the firm's number of years of experience in providing professional services as it relates to 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.

Tab 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. 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.

Tab 6. Reference

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.

Tab 7. Litigation

Please provide the following information:

- A list of the person's or entity's shareholders with five (5) percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; or, if a solely owned proprietorship, names(s) of owner(s);
- A list of the officers and directors of the entity;
- The number of years the person or entity has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the bid specifications (include a list of similar projects);
- The number of years the person or entity has operated under its present name and any prior names;
- Answers to the following questions regarding claims and suits:
 - a. Has the person, principals, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? If yes, provide details;
 - b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? If yes, provide details;
 - c. Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five (5) years, been a party to any lawsuit, arbitration, or mediation with regard to a contract for services, goods or construction services similar to those requested in the specifications

with private or public entities? If yes, provide details;

d. Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the City or been sued by the City in connection with a contract to provide services, goods or construction services? If yes, provide details;

e. Whether, within the last five (5) years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation;

f. Customer references (minimum of three), including name, current address and current telephone number;

g. Credit References (minimum of three), including name, current address and current telephone number; and

h. Financial statements for the prior three years for the responding entity or for any entity that is a subsidiary to the responding entity.

j. A description of any previous or existing legal action against the Proposer within the past three (3) years. If none, Proposer shall state this fact in writing.

Tab 8. City Forms

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

Forms:

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

Tab 10. Project Location and Local Preference

Include in this section the location of the main office, the location of the office proposed to work on this project, and a discussion of the following as it pertains to your proposal:

The evaluation criterion includes evaluation points which recognize a preference for "local businesses". A local preference may be assigned as follows:

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

Any Proposer claiming a local preference as defined in the city of Key West Code Sec. 2-798 must complete the *Local Vendor Form* and attach it to the proposal.

3.4 ASSIGNMENT

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

3.5 CONTRACT CANCELLATION

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

PROPOSAL FORM

PRIVATE SECURITY SERVICES

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

Location	Unburdened Hourly Rate (\$)¹	Rate In Words	Burdened Hourly Rate (\$)²	Rate In Words
Key West Bight				
City Marina				
Key West Ferry Terminal				

¹Direct Labor Cost

²Direct Labor Cost, O/H, G&A, Profit

END OF SECTION 3

SECTION 4
AFFIDAVITS AND CERTIFICATIONS

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS.

LIST OF ATTACHED FORMS:

- 1. Anti-Kickback Affidavit**
- 2. Public Entity Crimes Form**
- 3. City of Key West Indemnification Form**
- 4. Equal Benefits for Domestic Partners Affidavit**
- 5. Cone of Silence Affidavit**
- 6. Non-Collusion Affidavit**
- 7. Local Vendor Certification**
- 8. City of Key West E-Verify Affidavit**
- 9. Noncoercive Conduct Affidavit**
- 10. Scrutinized Companies Certification**

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 _____20____.

NOTARY PUBLIC, State of Florida 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
 1. A predecessor or successor of a person convicted of a public entity crime; or

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

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

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

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

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

(signature)

(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 _____, 20____.

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 liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the **Proposer**, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of **Proposer's** insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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

Proposer: _____ SEAL:

Address

Signature

Print Name

Title

DATE:

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

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

By: _____

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

NOTARY PUBLIC, State of Florida 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 Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

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 _____, 20__.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

**LOCAL VENDOR CERTIFICATION PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES
SECTION 2-798**

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

- a. **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 Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

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

Business Name

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

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

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

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

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

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

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

Date

(Signature of Authorized Representative)

State of _____,

County of _____,

Personally Appeared Before Me, the undersigned authority, _____ who, being personally know or having produced his/her signature in the space provided above on this _____ day of _____, 20____.

Signature, Notary Public

Commission Expires

Stamp/Seal:

**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES**

Entity/Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative: _____
(Name and Title)

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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

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

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

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

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

Authorized Signature: _____

Print Name: _____

Title: _____

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: _____

Print Name

Print Title

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

Authorized Signature: _____

END OF SECTION 4

EXHIBIT "A"

MINIMUM INSURANCE REQUIREMENTS

GENERAL INSURANCE REQUIREMENTS:

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

- 1.05 If the Proposer fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Proposer refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Proposer's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Proposer shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Proposer shall promptly authorize and have delivered such statement to the City.
- 1.07 The Proposer authorizes the City and/or its insurance Proposer to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Proposer's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Proposer shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Proposer in this Agreement.
- 1.09 The delivery or acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.

- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Proposer under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Proposer. The Proposer alone shall be responsible for the sufficiency of its own insurance program. Should the Proposer have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Proposer. No personal property owned by City used in connection with these business activities shall be considered by the Proposer's insurance company as being in the care, custody, or control of the Proposer.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Proposer shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.

- 1.15 The Proposer shall provide the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Proposer.
- 1.17 If the Proposer utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Proposer will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Proposer. In addition, the Proposer will ensure that the proposer and sub-contractor insurances comply with all of the Insurance Requirements specified for the Proposer contained within this Agreement. The Proposer shall obtain Certificates of Insurance comparable to those required of the Proposer from all proposers and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Proposer's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Proposer from the direct primary responsibility Proposer has to the City hereunder. The City will look directly to Proposer for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such proposer's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

2.01 All requirements in this Insurance Section shall be complied with in full by the Proposer unless excused from compliance in writing by the City.

2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

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

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$100,000.00 Limit Each Accident
	\$500,000.00 Limit Disease Aggregate
	\$100,000.00 Limit Disease Each
Employee	

If the Proposer has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by Florida Statutes, the Proposer will be required to issue a formal letter (on the Proposer's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by Florida Statutes. This exception does not apply to firms engaged in construction activities.

Commercial General Liability Insurance shall be maintained by the Proposer on a Full Occurrence

Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury,

Contractual for this Agreement, Independent Contractors, and Products & Completed

Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury &	\$1,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and Aggregate

Completed Operations Liability Coverage shall be maintained by the Proposer for a period of not

less than four (4) years following expiration or termination of this Agreement.

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

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

\$200,000 per Person
\$300,000 per Occurrence
\$200,000 Property Damage
or

\$300,000 Combined Single Limit

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

Law Enforcement/Security Guard Professional Liability Insurance shall be maintained by the Proposer that provides coverages for claims arising out of the Law Enforcement and Security Guard services. Coverages shall include:

- Errors and Omissions
- Lost Keys
- Theft of Property
- Damage to Property in the care, custody and control of the Contractor

The minimum acceptable limits shall not be less than \$1,000,000 per occurrence.

If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

SURETY AND INSURER QUALIFICATIONS

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 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.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements 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.

EXHIBIT "B"

DRAFT AGREEMENT

Between

THE CITY OF KEY WEST

And

For

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 the "City,"

AND

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

The Proposer, in consideration of the unit prices to be paid by the City and of the covenants and agreements herein contained, hereby agrees at their 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) #25-013 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 Proposal, Contract forms, Scope of Work and subsequent Bid Document.

WHEREAS, the City by Resolution No. _____ and _____ accepted the bid of Proposer to provide security services to the 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 Key West Bight, City Marina at Garrison Bight and the Key West Ferry Terminal, as described in the proposal specifications or modifications thereto contained in RFP #25-013, 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 #25-013. Proposer has no authority to bind or otherwise obligate the City in any manner unless expressly permitted by this agreement. Nothing in this Agreement shall be construed to create any partnership, joint, venture, or agency relationship between the City and the Proposer.
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 #25-013.
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 an additional two (2) year term.
5. The City agrees to pay to the Proposer the hourly rates, as outlined in the Proposal 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 #25-013. Should the Proposer be unable to provide the required services as described in this contract and related proposal 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. Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or of any other defenses or limitations of liability available to the City under Section 768.28, Florida Statutes, or any other applicable laws.
11. The City reserves the right to terminate this Agreement at any time, with or without cause, but with no less than 30-days written notice to Proposer.
12. Proposer reserves the right to terminate this Agreement at any time, but with no less than 120-days written notice to the City.
13. Proposer shall not assign, sublet, or transfer any rights under, or interest in this Agreement without the written consent of the City Manager.
14. 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.
15. 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.
16. 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.

17. 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.
18. 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 equally 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
19. The City reserves the right to request replacement of any security personnel deemed unsatisfactory. If the Contractor fails to provide a suitable replacement within a reasonable timeframe, the Town reserves the right to terminate the agreement without penalty.
20. 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 RFP #25-XXX
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: _____
City Manager

Attest: _____ Date: _____
City Clerk

Proposer

By: _____ Date: _____

Print Name: _____

Title: _____

Witness _____ Date: _____

Witness _____ Date: _____