

CONTRACT DOCUMENTS FOR:



RFP #24-007
HOLIDAY LIGHTING
KEY WEST HISTORIC SEAPORT
CITY MARINA at GARRISON BIGHT
CITY HALL and DUVAL STREET
MALLORY SQUARE
CAROLINE, FRONT, and GREENE STREETS
APRIL 2024

MAYOR: TERI JOHNSTON

COMMISSIONERS:

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

LISSETTE CAREY

CLAYTON LOPEZ

MARY LOU HOOVER

PREPARED BY:
City of Key West
Port & Marine Services

CITY OF KEY WEST
&
CAROLINE STREET AND BAHAMA VILLAGE
COMMUNITY REDEVELOPMENT AGENCY (CRA)

KEY WEST, FLORIDA

DOCUMENTS

for

HOLIDAY LIGHTING
KEY WEST HISTORIC SEAPORT
CITY HALL and DUVAL STREET
MALLORY SQUARE
CAROLINE, FRONT, and GREENE STREETS
CITY MARINA at GARRISON BIGHT

KEY WEST, FLORIDA

APRIL 2024

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PART 1
GENERAL PROPOSAL
REQUIREMENTS

REQUEST FOR PROPOSAL

Sealed bids for the City of Key West & Caroline Street and Bahama Village Community Redevelopment Agency (CRA) RFP #24-007 HOLIDAY LIGHTING - KEY WEST HISTORIC SEAPORT, CITY HALL/DUVAL STREET, MALLORY SQUARE, CITY MARINA at GARRISON BIGHT, CAROLINE, FRONT, and GREENE STREETS addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 **until 3:30 pm on May 29, 2024** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original and two (2) flash drives with one single PDF file of the sections entitled “Proposal Requirements” and “Contract Forms”. Proposal package is to be enclosed in a sealed envelope, clearly marked on the outside “PROPOSAL FOR HOLIDAY LIGHTING - KEY WEST HISTORIC SEAPORT, CITY MARINA at GARRISON BIGHT CITY HALL and DUVAL STREET, MALLORY SQUARE, CAROLINE, FRONT, and GREENE STREETS” addressed and delivered to the City Clerk at the address noted above.

The City of Key West & the CRA is seeking proposals from qualified individuals or firms for a turn-key approach for design and installation of holiday lighting and décor at the at various locations throughout the City as detailed in the Scope of Services. Successful applicants will demonstrate experience in designing, installing, maintaining and storing external, holiday décor and lighting.

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

A non-mandatory, but highly recommended, **pre-bid meeting** will be held in the conference room at the KWHS Port and Marine Services Offices, 201 William Street, Key West, Florida on **May 15, 2024 at 2:30 p.m.**

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

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

A. City of Key West Business Tax License Receipt

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

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

Before a Contract will be awarded for the work contemplated herein, The City of Key West & the CRA will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Proposer to perform the size and type of work specified under this Contract. Upon request, the Proposer shall submit such information as deemed necessary by The City of Key West & the CRA to evaluate the Proposer's qualifications.

For information concerning the proposed work please contact **Tim Tychan, Facilities Manager, by email at timothy.tychan@cityofkeywest-fl.gov**. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

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

INSTRUCTIONS TO PROPOSER

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Proposer should request of the Deputy Director Port and Marine Services, in writing (**at least 8 calendar days prior to bid opening (May 22, 2024)**) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Proposers shall submit with their Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

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

3. REQUIRED QUALIFICATIONS

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

4. PROPOSERS UNDERSTANDING

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

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

5. TYPE OF PROPOSAL

A. TIME AND MATERIALS/LUMP SUM PAYMENT/NOT-TO-EXCEED

- The City anticipates work to be performed through the issuance of yearly Task Orders with payment for services on a time and materials basis or lump sum payment/not-to-exceed. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by City. All costs including travel are to be included in your proposal. The City will not accept any additional costs.
- **The Proposer shall submit a Schedule of Values with the Proposal.** The total amount to be paid the Contractor shall be adjusted for additions or deletions in number of units/ or resulting from the OWNER authorized changes in the project. The OWNER reserves the right to enter into a contract for all or portions of the project and to adjust the final payment accordingly. The schedule shall include hourly and materials rates and shall be inclusive of all equipment, travel, lodging, meals and overhead & profit.

6. PREPARATION OF PROPOSAL

A. GENERAL

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

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

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

B. SIGNATURE

The Proposer shall sign his PROPOSAL in the blank space provided therefore. If

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

C. ATTACHMENTS

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

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

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF PROPOSALS

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

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

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

9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of PROPOSALS, any PROPOSAL submitted may be withdrawn by notice to the party receiving PROPOSALS at the place designated for receipt of PROPOSALS. Such notice shall be in writing over the signature of the Proposer or by telegram. If by telegram, written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of PROPOSAL. No PROPOSAL may be withdrawn after the time scheduled for opening of PROPOSALS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Proposers shall have elapsed.

10. AWARD OF CONTRACT

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

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

11. BASIS OF AWARD

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

The selection committee will shortlist no less than 3 firms, unless less than 3 firms submit proposals

SELECTION CRITERIA	Maximum Points
Specialized experience in the type of work to be performed, preferably including work in a city of similar size and geographic location	25
Creativity/ quality of proposed design/ Nautical/Maritime/Tropical Themed	20
Quality of proposed approach/work plan	15
Availability and capability to perform the services described in this RFP on a yearly basis	15
Price	15
References	10
POINT TOTAL	100

12. EXECUTION OF CONTRACT

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

13. TERM OF CONTRACT

It is anticipated that The City of Key West & the CRA will enter into a five (5) year agreement, which thereafter may be extended upon written consent of both parties for additional two (2) year term. A CPI increase may be applied to the additional two-year term.

BUDGET MAY VARY FROM YEAR TO YEAR

14. PROPOSER'S DECLARATION AND UNDERSTANDING

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

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

15. ADDENDA

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

16. SALES AND USE TAXES

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

INSURANCE REQUIREMENTS

1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, the Vendor 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 Vendor’s Liability policies with the exception of the Vendor’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 Vendor 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 Vendor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Vendor 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 Vendor’s performance bond, letter of credit, or other security acceptable to the City.
- 1.06 The Vendor 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 Vendor shall promptly authorize and have delivered such statement to the City.
- 1.07 The Vendor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Vendor’s insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Vendor 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 Vendor in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.

- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Vendor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Vendor. The Vendor alone shall be responsible for the sufficiency of its own insurance program. Should the Vendor 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 vendors may continue to engage in necessary business activities during the operations of the Vendor. No personal property owned by City used in connection with these business activities shall be considered by the Vendor's insurance company as being in the care, custody, or control of the Vendor.
- 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 Vendor shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 The Vendor 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 Contractor.
- 1.17 If the Vendor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Vendor will ensure all vendors and sub-vendors to maintain the same types and amounts of insurance required of the Vendor. In addition, the Vendor will ensure that the vendor and sub-vendor insurances comply with all of the Insurance Requirements specified for the Vendor contained within this Agreement. The Vendor shall obtain Certificates of Insurance comparable to those required of the Vendor from all vendors and sub-vendors. Such Certificates of Insurances shall be presented to the City upon request. Vendor's obligation to ensure that all vendor's and sub-vendor's insurance as provided herein shall not exculpate Vendor from the direct primary responsibility Vendor has to the City hereunder. The City will look directly to Vendor for any such liability hereunder and shall not be obligated to seek recovery from any vendor or subcontract or under such vendor's or sub-vendor'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 Vendor 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 Vendor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Vendor will be required to issue a formal letter (on the Vendor'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 Vendor on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by the Vendor 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 Vendor 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 Vendor does not own any vehicles, this requirement can be satisfied by having the Vendor's

Commercial General Liability policy endorsed with “Non-Owned and Hired Automobile” Liability coverage.

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.

REQUIRED QUALIFICATIONS

Proposers shall have substantial experience with the following:

- Proposer must have been in existence as a business in their home state for a continuous period of five (5) years prior to the date of this RFP.
- Proposer must have at least four (4) years continuous, first-hand experience designing, managing, installing, maintaining and storing external, holiday décor elements.
- Although not required, it is preferred that the Proposer have at least two (2) years' experience in designing, managing, installing, maintaining and storing external, holiday décor elements for a local government agency.

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be limited to 25 sheets (front and back, equals 50 pages) and include, at a minimum, the following items:

1. **Cover Letter:** A one page cover letter containing:
 - The name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal;
 - Entity name, address, phone, website and email address,
 - Provide a brief description of your firm, including its founding and history; number of employees; service areas; and, awards or other forms of recognition.
2. Proposed ***nautical/maritime*** themed design, for the Historic Seaport & City Marina, including type of lighting, decorations and locations.
 - Conceptual drawings indicating locations decoration/ lighting features for all locations throughout the City.
 - Style and décor of lights and decorations
 - Demonstrate new technology and creative designs to enhance the City visitors' experience.
3. A statement of understanding of issues and opportunities related to this project and how the Proposer is uniquely qualified to assist the City & Key West Historic Seaport in this effort.
4. Provide a description of your work process.
5. Provide a minimum of three (3) client references.
6. The City is interested in Vendors with experience serving small governmental entities and especially serving cities comparable in size to the City of Key West.
7. Provide previous work examples that demonstrate how you meet the qualifications/experience requirements listed.
8. Submit three projects undertaken in the past three years (preferably for government clients of a size similar to the City) that involved services similar to the services listed in Scope of Services, of this RFP. For each example, provide the following information:
 - The scope and goals of the project and how success was measured.
 - A description of your role in the project and, if applicable, a description of the work of other VENDORS.
 - Provide a reference for the project – client's name, title, email address and telephone number.
 - Provide relevant work samples or a visual representation of the work (for example, a URL for a website, photographs, etc.).
9. Provide hourly rates or other fee structures for the services listed in Scope of Services, of this RFP.
10. Provide lump sum yearly cost for each item listed in the Scope of Services.
11. Provide payment schedule for services.
12. Explain proposer's workload capacity with the level of service and deadlines required by the City.
13. Provide proposed Installation/ Breakdown schedule per location.
14. All required attachments listed in Instructions to Proposer. NOT COUNTED TOWARDS 25 SHEET LIMIT

THE FOLLOWING WILL BE SUBMITTED WITH THE PROPOSAL

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

_____	_____
_____	_____
_____	_____

SUBCONTRACTORS

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

Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

PROPOSER

The name of the Proposer submitting this Proposal is

_____ doing business at

_____, _____, _____,
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2024.

Signature of Proposer

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____ 2024.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____

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

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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 _____, 2024.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

ANTI – KICKBACK AFFIDAVIT

STATE OF _____)
 : SS
 COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this _____ day of _____, 2024.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

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

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

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

.....

2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

3. My name is _____
(please print name of individual signing)

and my relationship to the entity named above is _____

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

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

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

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another

person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

(name of individual signing) Who, after first being sworn by me, affixed his/her

signature in the space provided above on this _____ day of _____, 2024.

My commission expires:

NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "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 CONTRACTOR, 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 CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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

CONTRACTOR: _____

SEAL:

Address

Signature

Print Name

Title

DATE: _____

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

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

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

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

Business Name _____ Phone: _____

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

Length of time at this address: _____

Date: _____

Signature of Authorized Representative

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024.

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

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

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

CONE OF SILENCE AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

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

By: _____

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

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

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: _____

PART 2

SCOPE OF SERVICES

SCOPE OF SERVICES

KEY WEST HISTORIC SEAPORT (administered through Port & Marine Services Department)

Furnishing of design, labor, materials and equipment required to complete the installation, maintenance and removal of requested decorations and lighting as specified below.

- Design: Lighting and decoration proposal that offers a cohesive nautical/maritime décor theme related to Key West History throughout the Historic Seaport. Design theme(s) options may include:
 - Sea Turtles
 - Shrimp and shrimp boats
 - Sponges and old sponge carts
 - Steam ships, Schooners and square riggers
 - Sport fish and fishermen
 - Tropical fish, Manatees, crabs, all local sea creatures
 - Wrecking, wreckers and cargo
 - USS Maine (who displayed the first electric Christmas Lights in Key West)
 - US Navy and Coast Guard
 - Tug boats to dinghies
 - Anchors, cannons, ships rigging, Navigation Buoys
- CITY will provide and pay for electric service.
- Location: Key West Historic Seaport, see attached Location Map
- Display Period: Two (2) days prior to Thanksgiving Day through second week of January.
 - Lit decorations shall remain on from dusk to dawn seven (7) days a week.
 - Installation period begins no earlier than fourteen (14) calendar days prior to display period.
 - Removal to occur within seven (7) calendar days of end of display period.
 - If the display period changes the new dates will be supplied to the VENDOR no later than sixty (60) calendar days prior to lighting.
- **BASE PROPOSAL:** Minimum Coverage Areas and Features: VENDOR to provide nautical/maritime themed decorations and lighting.
 - Garland (6” green) and lights for all railings including ramps and stairs throughout the Seaport. (Lights to alternate red & warm white each strand)

- Garland (8" Red) and lights for all railings including RAMPS and STAIRS for the Ferry Terminal. (Lights alternate warm white & green each strand).
- Garland, lights and display for all concrete light poles within the Caroline Street parking lot.
- Garland, lights and bows for **all** Seaport Decorative light poles (Lights to alternate red, green and warm white each strand)
 - Along Harborwalk
 - Along D-Dock
 - Along Lazy Way Lane
 - Along Margaret Street (including 3 older decorative lights)
 - Within Elizabeth Street Plaza
 - Within Margaret Street Plaza
 - Within Margaret Street Parking Lot
 - Within Caroline Street Parking Lot
 - Within Greene Street Parking Lot
 - Within William Street Plaza
 - Within Ferry Terminal Parking Lot
- Hang, owner provided, buoy at each decorative light receiving garland.
- Garland (6" white) and lights for Western Union Sign (Lights to be blue)
- Grand Cascade LED Light tubes for 201 William Street building porch overhangs (warm white). Excluding loading dock porch overhang
- Lighting for all coconut palm trees (10.0' of bark +), including fronds.
 - Within the Elizabeth Street Plaza
 - Along Lazy Way Lane, including in front of shops
 - Along Harborwalk
 - Along Margaret Street
 - Along Access Road adjacent to Caroline Street Parking Lot
 - Within Margaret Street Parking Lot
 - Within Ferry Terminal Parking Lot
 - Within Greene Street Parking Lot
- Lighting for all non-coconut palm trees (10.0' of bark +).
 - Within the Elizabeth Street Plaza
 - Along Lazy Way Lane
- Lighting for all royal palm trees, including fronds, directly in front of the Waterfront Brewery (201 William St)
- Lighting of large deciduous trees to include meteor shower rain lights on branches (warm white) and wrapped trunk (blue trunk)
 - Gumbo Limbo tree on Lazy Way Lane
 - Mahogany tree in Greene Street parking lot adjacent to roadway
 - Mahogany tree in Caroline Street parking lot adjacent to William Street.
- All trees in Caroline Street parking lot are to be lit, including trunks and canopy.
- Lighting of roof line, gable and eaves (Lights to alternate red, green and

- warm white each strand)
 - Turtle Cannery Building
 - Dockmaster Building
 - Recording Studio
 - Harborwalk Bathhouse
 - Fire Pump House (Margaret Street Plaza)
- Wall mounted Nautical Themed displays:
 - Turtle Cannery Building
 - Dockmaster Building
 - Harborwalk Bathhouse rails
- Animated Nautical Themed display mounted on West side (North end) of 201 William Street. Display movement to be right to left.
- Nautical theme, lit sculpture displays
 - Adjacent to 4 Day Marker Directories in Seaport Plazas
 - In gravel islands in Elizabeth Street Plaza.
 - Along Lazy Way Lane
 - In gravel islands in Caroline Street Parking Lot
 - On D-Dock “dance floor”
 - In Greene Street Parking Lot
 - At Recording Studio adjacent to Lazy way Lane
- Lit red heart display at stairs at Recording Studio.
- Free-standing Social Media “Photo-Op” wreath featuring Key West Historic Seaport logo.
- 16’ New England Pine, plush branch, natural needle frame tree. Pre-lit with multi-colored miniature LED lights, animated with audio component. Programmable sequence with holiday melodies.

CITY MARINA at GARRISON BIGHT (administered through Port & Marine Services Department)

Furnishing of design, labor, materials, and equipment required to complete the installation, maintenance and removal of requested decorations and lighting as specified below.

- Design: Lighting and decoration proposal that offers a cohesive nautical/maritime décor theme related to Key West History throughout the City Marina @ Garrison Bight. Design theme(s) options may include:
 - Sport fish and fishermen
 - Tropical fish, Manatees, crabs, all local sea creatures
 - US Navy and Coast Guard
 - Tugboats to dinghies
 - Anchors, cannons, ships rigging, Navigation Buoys
- CITY will provide and pay for electric service.

- Location: City Marina @ Garrison Bight, see attached Location Map
- Display Period: Last week in November through first week of January or as coordinated with Administrator.
 - Lit decorations shall remain on from dusk to dawn seven (7) days a week.
 - Installation period begins no earlier than fourteen (14) calendar days prior to display period.
 - Removal to occur within seven (7) calendar days of end of display period.
 - If the display period changes the new dates will be supplied to the VENDOR no later than sixty (60) calendar days prior to lighting.
- **BASE PROPOSAL:** Minimum Coverage areas and Features: VENDOR to provide holiday lighting.
 - Eight (8) palms along Palm Avenue including crown and fronds.
 - Two (2) palms at Charter Boat Row corner including crown and fronds.
 - City Marina sign, marlin, palms and shrubbery to be lit with holiday lighting, and a lit animated, nautical themed display.

CITY HALL (administered through City Manager's Office)

Furnishing of design, labor, materials, and equipment required to complete the installation, maintenance and removal of requested decorations and lighting as specified below.

- Design: Lighting and decoration proposal that offers a cohesive tropical holiday themed décor.
- CITY will provide and pay for electric service.
- Location: Key West City Hall, see attached Location Map
- Display Period: Third week of November through first week of January or as coordinated with Administrator.
 - Lit decorations shall remain on from dusk to dawn seven (7) days a week.
 - Installation period begins no earlier than fourteen (14) calendar days prior to display period.
 - Removal to occur within seven (7) calendar days of end of display period.
 - If the display period changes the new dates will be supplied to the VENDOR no later than sixty (60) calendar days prior to lighting.
- **BASE PROPOSAL:** Minimum Coverage area and Features: VENDOR to provide tropical

holiday lighting and displays.

- Two (2) royal palm trees including crown and fronds.
- Various trees in planters to include trunks and canopies.
- One (1) interactive “Photo-Op” display in front of city hall including City logo.
- One (1) large sculpture/scene in front of city hall.
- Installation, storage, and refurbishing as needed, one (1) 12’ city owned wreath and bow.

DUVAL STREET (administered through City Manager’s Office)

Furnishing of design, labor, materials, and equipment required to complete the installation, maintenance and removal of requested decorations and lighting as specified below.

- Design: Lighting and decoration proposal that offers a cohesive tropical holiday themed décor.
- CITY will provide and pay for electric service.
- Location: Length of Duval Street.
- Display Period: Third week of November through first week of January or as coordinated with Administrator.
 - **Cannot** be installed prior to November 1 of each year.
 - Lit decorations shall remain on from dusk to dawn seven (7) days a week.
 - Installation period begins no earlier than fourteen (14) calendar days prior to display period.
 - Removal to occur within seven (7) calendar days of end of display period.
 - If the display period changes the new dates will be supplied to the VENDOR no later than sixty (60) calendar days prior to lighting.
- **BASE PROPOSAL:** Minimum Coverage Areas and Features: VENDOR to provide nautical/tropical themed lighting and displays.
- - 42 light poles along Duval Street to receive nautical/tropical themed lit displays and garland. These displays will be evenly placed between the 89 wreaths. To be installed and maintained by Vendor.
 - 89 light poles along Duval Street to receive City owned wreaths w/ 2 bows each.

MALLORY SQUARE (administered through Community Services Department)

Furnishing of design, labor, materials, and equipment required to complete the installation, maintenance and removal of requested decorations and lighting as specified below.

- Design: Lighting and decoration proposal that offers a cohesive nautical/ tropical holiday themed décor.
- CITY will provide and pay for electric service.
- Location: Mallory Square, see attached Location Map
- Display Period: Third week of November through first week of January or as coordinated with Administrator.
 - Lit decorations shall remain on from dusk to dawn seven (7) days a week.
 - Installation period begins no earlier than fourteen (14) calendar days prior to display period.
 - Removal to occur within seven (7) calendar days of end of display period.
 - If the display period changes the new dates will be supplied to the VENDOR no later than sixty (60) calendar days prior to lighting.
- **BASE PROPOSAL:** Minimum Coverage Areas and Features: VENDOR to provide nautical/ tropical themed holiday displays and lighting.
 - Lighting of thirteen (13) coconut palms including trunk, crown and fronds in public parking lot.
 - Three trees in public parking lot to include meteor shower rain lights on branches (warm white) and wrapped trunk (blue trunk).
 - Garland, lights, and bows for thirty-three (33) light poles within Mallory Square (Lights to alternate red, green and warm white each strand)
 - Lighting of roof line, ridge line and columns of gazebo (Lights to alternate red, green and warm white each strand).
 - Light all coconut palm (10' of bark +) including trunk, crown, and fronds within Mallory Square.
 - Wrap fourteen (14) gumbo limbo tree trunks (blue) within the square and include meteor shower rain lights on branches of five (5) gumbo limbos only (warm white).

FRONT, GREENE, and CAROLINE STREETS (administered through Community Services Department)

Furnishing of design, labor, materials, and equipment required to complete the installation, maintenance and removal of requested decorations and lighting as specified below.

- Design: Lighting and decoration proposal that offers a cohesive nautical/ tropical holiday themed décor.

- CITY will provide and pay for electric service.
- Location: Caroline, Front & Greene Streets, entire length.
- Display Period: Third week of November through first week of January.
 - **Cannot** be installed prior to November 1 of each year.
 - Lit decorations shall remain on from dusk to dawn seven (7) days a week.
 - Installation period begins no earlier than fourteen (14) calendar days prior to display period.
 - Removal to occur within seven (7) calendar days of end of display period.
 - If the display period changes the new dates will be supplied to the **VENDOR** no later than sixty (60) calendar days prior to lighting.

BASE PROPOSAL: Minimum Coverage Areas and Features: **VENDOR** to use City owned wreaths and bows to decorate light poles.

- Install City owned wreaths, bows, and garland on thirty-four (34) light poles on Front Street from Whitehead Street to A&B Lobster House.
- Install City owned wreaths, bows, and garland on forty (40) light poles on Greene Street from Whitehead Street to Elizabeth Street.
- Install City owned wreaths, bows, and garland on thirty-one (31) light poles on Caroline Street from Whitehead Street to Grinnell Street.

GENERAL INFORMATION

- Installation Notes: Contractor to assure all connections are watertight (example must be provided). All drop cords are to be concealed or secured in an orderly manner. No drop cords to run over Harbor Walk deck, sidewalks, or stairs. Wire ties are to be used on palm fronds. All wire tie ends to be clipped flush.
- Maintenance: **VENDOR** shall maintain the decorations/ lighting in good working order during the display period. All lights shall be continuously illuminated and fully functional from dusk until dawn. Then **VENDOR** shall remedy non-functioning lights and reinstall strands that have become dislodged, fall or have shifted. **VENDOR** shall be on-call for the duration of the display period for any repairs. Maintenance costs shall be included in your proposal. No additional charge will be incurred for services required to keep display working properly. Contractor must be on site within **24 hours** of service call.
- Removal of Decorations/ Lights: **VENDOR** responsible for removal of all decorations and lighting within seven (7) calendar days of end of display period. Contractor responsible for removal of all nails, screws, tacks, staples, wires, wire ties, etc. used during the installation from all surfaces *including trees and palms*.

- Tree Trimming: If tree/ palm trimming is required for optimal lighting installation, VENDOR to coordinate with Seaport and/ or City staff prior to light installation.
- Minimum Quality of Features to Include:
 - Lighting (red, green, blue & warm white).
 - All connections to be watertight.
 - All UL-listed electrical components
 - Garlands to be produced with ultra-violet inhibitors
 - LED long life commercial grade bulbs with 2-pin connector
 - Three-pronged, grounded straight Edison plug with J cord lead
 - Sockets designed to drain and repel water
 - All insulation on the 18-gauge wire and sockets are produced with ultra-violet inhibitors
 - Hot-rolled steel frames
 - Mig weld application to assure smooth clean weld surfaces
 - Chemical bath of frame before painting application
- Storage of Decorations/ Lights: VENDOR shall store all lit and unlit decorations and provide bulb maintenance during the contract period. This service shall include all City owned wreaths, bows, and garland.
- Damage to Public or Private Property: Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc.. On or around the job site. Damage to public and/or private property shall be the responsibility of the VENDOR and shall be repaired and/or replaced at no additional cost to the CITY.
- Ownership: All original work and services performed and items (other than commercial goods purchased or used and not adapted or designed specifically for the Seaport) supplied by the VENDOR, VENDOR's personnel and VENDORS agents for the Seaport, without limitation, is the sole and exclusive property of the CITY and shall be returned to the CITY at the expiration or termination of this agreement.
- Budget: The budget is adopted by the City Commission on an annual basis and is therefore subject to change year to year.
- Contractor to provide pricing for additional components outside of initial proposal that may be accepted at the discretion of The City of Key West, the Key West Bight Board and CRA during each year of the contract.
- Travel and Related Expenses: All costs including travel are to be included in your proposal. The CITY will not accept any additional costs.
- Locations are administered through three separate CITY departments as noted.

PART 3

SUPPLEMENTAL INFORMATION



LOCATION MAP HISTORIC SEAPORT



LOCATION MAP CITY MARINA



LOCATION MAP CITY HALL



LOCATION MAP MALLORY SQUARE

PART 4
DRAFT AGREEMENT

DRAFT AGREEMENT

Between

CRA

And

For

HOLIDAY LIGHTING

**KEY WEST HISTORIC SEAPORT
CITY MARINA at GARRISON BIGHT
CITY HALL and DUVAL STREET
MALLORY SQUARE
CAROLINE, FRONT, and GREENE STREETS**

Date

HOLIDAY LIGHTING

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 "CRA,"

AND

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

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The City of Key West and the CRA and VENDOR agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1. **Agreement:** This document, Articles 1 through 7, are inclusive. Other terms and conditions are included in the CRA'S RFP #24-007 HOLIDAY LIGHTING - KEY WEST HISTORIC SEAPORT, CITY MARINA @ GARRISON BIGHT, CITY HALL/ DUVAL STREET, MALLORY SQUARE, CAROLINE, FRONT, and GREENE STREETS, VENDOR's Response to RFP dated **May 29, 2024**, exhibits, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. **Commissioners:** Members of the city commission with all legislative powers of the city vested therein. The city commission shall consist of seven (7) commissioners, six (6) of whom shall be elected from single member districts numbered I, II, III, IV, V and VI. The mayor shall be elected by the people at large for a term of two (2) years. Commissioners from districts numbered I, II, III, IV, V and VI shall be elected for a term of four (4) years.
- 1.3. **VENDOR:** The holiday lighting firm selected to perform the services pursuant to this Agreement.
- 1.4. **Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. **CITY:** City of Key West

- 1.6. **CRA:** Carolina Street Corridor and Bahama Village Community Redevelopment Agency. In respect to this Agreement, CRA can mean either the agency or the agency's representative.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1. The VENDOR is not entitled to receive, and The City of Key West and the CRA are not obligated to pay, any fees or expenses in excess of the amount budgeted under this Agreement in each fiscal year (October 1-September 30) by The City of Key West and the CRA. The budgeted amount may only be modified per CITY Ordinance(s).
- 2.2. Negotiations pertaining to the services to be performed by VENDOR were undertaken between VENDOR and CITY staff, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES AND STANDARD OF CARE

- 3.1. VENDOR's services may include but are not limited to the following in regard to the Agreement:
- 3.1.1. Holiday Lighting/ Decoration Design
 - 3.1.2. Lighting/ Decoration Installation
 - 3.1.3. Lighting/ Decoration Maintenance
 - 3.1.4. Lighting/ Decoration Removal and Clean-up
 - 3.1.5. Lighting/ Decoration Storage
- 3.2. VENDOR's services shall include a turn-key nautical/maritime/tropical themed Holiday Lighting package using new technology and creative design including the installation, maintenance, removal and storage of lighting and decorations throughout the Key West Historic Seaport, City Marina, City Hall and Duval Street, Mallory Square, and Caroline, Front and Greene Streets.

- 3.3. VENDOR and The City of Key West and the CRA acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by VENDOR to complete the work. If, during the course of the performance of the services included in this Agreement, VENDOR determines that work performed to complete the installation is, in the VENDOR's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, VENDOR shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If VENDOR proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by The City of Key West or CRA to perform the work. Performance of work by VENDOR outside the originally anticipated level of effort without prior written approval or modification of contract The City of Key West or CRA is at VENDOR's sole risk.
- 3.4. The specific services to be provided by the VENDOR and the compensation for such services shall be as mutually agreed to in this AGREEMENT.
 - 3.4.1. The City of Key West or CRA (CITY) may make or approve changes within the general Scope of Services. If such changes affect the VENDOR's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to this AGREEMENT.
 - 3.4.2. The VENDOR shall begin services under THIS AGREEMENT when authorized by a Purchase Order issued by the CITY and delivered to VENDOR.
- 3.5. The CITY and VENDOR may negotiate additional scopes of services, compensation, time of performance and other related matters as allowed by this Agreement. If CITY and VENDOR cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.
- 3.6. VENDOR shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in VENDOR's field performing such services at the time and place where the services are provided. In the event VENDOR does not comply with this standard, and omissions or errors are made by VENDOR, VENDOR will correct such work that contains errors or omissions.
- 3.7. VENDOR is required to perform the work consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the AGREEMENT. With all work, where changes to any laws, codes or regulations affecting the work have an effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to VENDOR or any sub-vendor, VENDOR shall present options for their use or implementation.

ARTICLE 4

TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;

The term of this Agreement shall be for a period of five (5) years which thereafter may be extended upon written consent of both parties for an additional two (2) year term. A CPI increase may be applied to the additional two-year term. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the City Manager.

- 4.1. VENDOR shall perform the services described in the Base Proposal within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services.
- 4.2. VENDOR must receive written approval from the Contract Administrator(s) prior to beginning the performance of services for any subsequent work. Prior to granting approval for VENDOR to proceed with subsequent work, the Contract Administrator may, at his or her sole option, require VENDOR to submit any deliverables/documents for the Contract Administrator's review.
- 4.3. In the event VENDOR is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the work, and such delays are not the fault of VENDOR, or because of delays which were caused by factors outside the control of VENDOR, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of VENDOR to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 4.4. In the event the VENDOR fails to substantially complete the work on or before the substantial completion date specified in its agreement with CITY or if VENDOR is granted an extension of time beyond said substantial completion date, and VENDOR's services are extended beyond the substantial completion date, through no fault of VENDOR, VENDOR shall be compensated in accordance with Article 5 for all services rendered by VENDOR beyond the substantial completion date.
- 4.5. In the event VENDOR fails to substantially complete the work on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of VENDOR, then VENDOR shall pay to CITY its proportional share of any claim or damages to Contractor or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 7.8, INDEMNIFICATION OF CITY.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1. AMOUNT AND METHOD OF COMPENSATION

The types of compensation methods, which shall be used to pay for the VENDOR's services, are limited to the following:

- 5.1.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the VENDOR's salaries, general overhead costs, direct expenses, and profit.
 - 5.1.1.1. If the work timing deviates from the assumed schedule for causes beyond VENDOR's control, VENDOR and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During contract administration, if tasked, it is agreed by both parties that whether work is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to VENDOR for additional work or deleted from the amount owed VENDOR for less time required.
 - 5.1.1.2. In the event of a change of scope, CITY shall authorize in writing an appropriate decrease or increase in compensation.
 - 5.1.1.3. The VENDOR shall submit wage rates and other actual unit costs supporting the compensation. The VENDOR shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

5.2. METHOD OF BILLING

5.2.1. Lump Sum Compensation

VENDOR shall submit billings that are identified by this AGREEMENT if applicable on a monthly basis. These billings shall identify the nature of the work performed and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, VENDOR shall provide backup for past and current invoices.

- 5.2.2. If requested, VENDOR shall provide copies of past paid invoices to any subcontractor or sub-vendor prior to receiving payment. CITY reserves the right to pay any subcontractor or sub-vendor if VENDOR has not paid them timely and the services of the subcontractor or sub-vendor are necessary to complete the Work. If payments are made directly to any subcontractor or sub-vendor by CITY, the City reserves the right to deduct and or seek reimbursement from the VENDOR for any such payment.

5.3. METHOD OF PAYMENT

- 5.3.1. CITY shall pay VENDOR ??% down upon receipt of Purchase Order and ??% upon completion of installation upon receipt of VENDOR's proper invoice with documentation as provided above.
- 5.3.2. In the event VENDOR has utilized a sub-vendor in order to perform the work, VENDOR will be required to provide documentation that sub-vendor and sub-vendor's of sub-vendor's have been paid prior to payment being made to VENDOR.
- 5.3.3. Payment will be made to VENDOR at:

ARTICLE 6

CITY 'S RESPONSIBILITIES

- 6.1. CITY shall assist VENDOR by placing at VENDOR's disposal all information CITY has available pertinent to the work including previous reports and any other data relative to design or construction of the work.
- 6.2. CITY shall arrange for access to, and make all provisions for, VENDOR to enter upon public and private property as required for VENDOR to perform its services.
- 6.3. CITY shall review the VENDOR's itemized deliverables/documents identified in the VENDOR's Proposal and respond in writing with any comment within a reasonable time.
- 6.4. CITY shall give prompt written notice to VENDOR whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of VENDOR's services or any defect in the work of any VENDOR, sub-contractor or sub-vendor.

ARTICLE 7

MISCELLANEOUS

7.1. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, data matrices, etc. generated for the work, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by VENDOR in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY, whether the work for which they are made is completed or not. If applicable, CITY may withhold any payments then due to VENDOR until VENDOR complies with the provisions of this Article. VENDOR is not responsible

for damage caused by the unauthorized re-use by others of any of the materials for other work.

7.2. TERMINATION

- 7.2.1. This Agreement may be terminated with or without cause by CITY at any time.
- 7.2.2. Notice of termination shall be provided in accordance with paragraph 7.13 NOTICES of this Agreement.
- 7.2.3. In the event this Agreement is terminated, VENDOR shall be paid for any services performed up to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, VENDOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

7.3. AUDIT RIGHT AND RETENTION OF RECORDS

- 7.3.1. CITY shall have the right to audit the books, records, and accounts of VENDOR that are related to this Agreement. VENDOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the work.
- 7.3.2. VENDOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to VENDOR's records, VENDOR shall comply with all requirements thereof; however, VENDOR shall not violate any confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

7.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS

- 7.4.1. VENDOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 7.4.2. VENDOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. VENDOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 7.4.3. VENDOR shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

7.5. PUBLIC ENTITY CRIMES ACT

- 7.5.1. VENDOR represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, VENDOR or other provider and who has been placed on the convicted VENDOR list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or VENDOR under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted VENDOR list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in being barred from CITY's competitive procurement activities.
- 7.5.2. In addition to the foregoing, VENDOR further represents that there has been no determination, based on an audit, that it or any sub-vendor, has committed an act

defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether VENDOR has been placed on the convicted VENDOR list.

- 7.5.3. VENDOR shall promptly notify CITY if it or any subcontractor or sub-vendor is formally charged with an act defined as a “public entity crime” or has been placed on the convicted VENDOR list.

7.6. SUBVENDORS (Not Applicable)

VENDOR may use the sub-vendor’s identified in the proposal that was a material part of the selection of VENDOR to provide the services under this Agreement. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The CITY’s acceptance of a subcontractor shall not be unreasonably withheld. VENDOR shall obtain written approval of the Contract Administrator prior to changing or adding to the list of sub-vendors. The list of sub-vendors submitted and currently approved is as follows:

7.7. ASSIGNMENT AND PERFORMANCE

- 7.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and VENDOR shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.
- 7.7.2. VENDOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY’s satisfaction for the agreed compensation.
- 7.7.3. VENDOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of VENDOR’s performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 7.7.4. VENDOR shall not change or replace overall project manager identified in the VENDOR’s response to the RFP without the Contract Administrator’s prior written approval.

7.8. INDEMNIFICATION OF CITY

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by VENDOR 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 VENDOR or its subcontractors, material men or agents of any tier or their respective employees.

7.9. INSURANCE

7.9 GENERAL INSURANCE REQUIREMENTS:

- 7.9.1 During the Term of the Agreement, the VENDOR shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 7.9.2 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.
- 7.9.3 The City shall be specifically included as an additional insured on the VENDOR's Liability policies with the exception of the VENDOR'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.
- 7.9.4 The VENDOR 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.
- 7.9.5 If the VENDOR fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the VENDOR 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

VENDOR's performance bond, letter of credit, or other security acceptable to the City.

- 7.9.6 The VENDOR shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- 7.9.7 The VENDOR authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the VENDOR's insurance agents, brokers, surety, and insurance carriers.
- 7.9.8 All insurance coverage of the VENDOR 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 VENDOR in this Agreement.
- 7.9.9 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 7.9.10 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.
- 7.9.11 The insurance coverage and limits required of the VENDOR under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the VENDOR. The VENDOR alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 7.9.12 During the Term of this Agreement, the City and its agents and VENDORS may continue to engage in necessary business activities during the operations of the VENDOR. No personal property owned by City used in connection with these business activities shall be considered by the VENDOR's insurance company as being in the care, custody, or control of the VENDOR.
- 7.9.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
- 7.9.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 7.9.15 The VENDOR 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.

7.9.16 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 VENDOR.

7.9.17 If the VENDOR utilizes contractors or sub-vendors to perform any operations or activities governed by this Agreement, the VENDOR will ensure all vendors and sub-vendors to maintain the same types and amounts of insurance required of the VENDOR. In addition, the VENDOR will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the VENDOR contained within this Agreement. The VENDOR shall obtain Certificates of Insurance comparable to those required of the VENDOR from all vendors and sub-vendors. Such Certificates of Insurances shall be presented to the City upon request. VENDOR's obligation to ensure that all VENDOR's and sub-vendor's insurance as provided herein shall not exculpate VENDOR from the direct primary responsibility VENDOR has to the City hereunder. The City will look directly to VENDOR for any such liability hereunder and shall not be obligated to seek recovery from any vendor or subcontract or under such vendor's or sub-vendor's insurance coverages.

7.9.18 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

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

7.9.20 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 VENDOR has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the VENDOR will be required to issue a formal letter (on the VENDOR'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 VENDOR on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by the VENDOR 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 VENDOR 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 VENDOR does not own any vehicles, this requirement can be satisfied by having the VENDOR's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

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.

7.10. REPRESENTATIVE OF CITY AND VENDOR

7.10.1. The parties recognize that questions in the day-to-day conduct of the work will arise. The Contract Administrator, upon VENDOR's request, shall advise VENDOR in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the work shall be addressed.

7.10.2. VENDOR shall inform the Contract Administrator in writing of VENDOR's representative to whom matters involving the conduct of the work shall be addressed.

7.11. ALL PRIOR AGREEMENTS SUPERSEDED

7.11.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits attached. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

7.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.12. VENDORS TEAM

7.12.1. The CITY reserves the right to approve the members of the VENDOR's Team and the roles they will undertake in the assignment. The CITY's acceptance of a team member shall not be unreasonably withheld.

7.12.2. Each assignment issued under this Agreement by the CITY to the VENDOR, the VENDOR will at the CITY's request, disclose the role, qualifications, and hourly rate of each individual working on the project.

7.12.3. The CITY reserves the right to require replacement of any of the members of the VENDOR's Team. Any proposed addition or change of members of the VENDOR's Team initiated by the VENDOR must obtain the CITY Representative's prior written approval.

7.12.4. In the event of the death, incapacity or termination of employment of any member of the VENDOR's Team before Completion of the Services, the VENDOR shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.

7.12.5. The VENDOR shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The VENDOR shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.

7.12.6. The VENDOR shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the VENDOR's Team.

7.13. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF KEY WEST:

Key West Historic Seaport & City Marina @ Garrison Bight

Tim Tychan, Facilities Manager
City of Key West, Port & Marine Services
201 William Street
Key West, FL 33040
(305) 809-3778
timothy.tychan@cityofkeywest-fl.gov

City Hall & Duval Street

Dorian Patton, Special Projects Coordinator
City of Key West, City Manager's Office
1300 White Street
Key West, FL 33040
(305) 809-3782
dpattton@cityofkeywest-fl.gov

Mallory Square / Caroline, Front & Greene Streets

Marcus Davila, Director
City of Key West, Community Services
3420 Northside Dr
Key West, FL 33040
(305) 809-3751
mdavila@cityofkeywest-fl.gov

FOR VENDOR:

7.14. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by VENDOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price for the Work and any additions thereto shall be adjusted to exclude any significant sums by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

7.15. INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

7.16. VENDOR'S STAFF

- 7.16.1. VENDOR shall provide the key staff identified in their proposal for the work as long as such key staff are in VENDOR's employment.
- 7.16.2. VENDOR shall obtain prior written approval of Contract Administrator to change key staff. VENDOR shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.

7.16.3. If Contract Administrator desires to request removal of any of VENDOR's staff, Contract Administrator shall first meet with VENDOR and provide reasonable justification for said removal.

7.17. INDEPENDENT CONTRACTOR

VENDOR is an independent contractor under this Agreement. Services provided by VENDOR shall be subject to the supervision of VENDOR. In providing the services, VENDOR or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.18. THIRD PARTY BENEFICIARIES

Neither VENDOR nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or sub-vendor, whether named or unnamed, shall be a third-party beneficiary of this Agreement.

7.19. CONFLICTS

7.19.1. Neither VENDOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with VENDOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

7.19.2. VENDOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

7.19.3. In the event VENDOR is permitted to use sub-contractors or sub-vendors to perform any services required by this Agreement, VENDOR agrees to prohibit such sub-contractors or sub-vendors from having any conflicts as within the meaning of this section and shall so notify them in writing.

7.20. CONTINGENCY FEE

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, 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 VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

7.21. WAIVER OF BREACH AND MATERIALITY

7.21.1. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.21.2. CITY and VENDOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

7.22. COMPLIANCE WITH LAWS

VENDOR shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement. In addition, each year, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

7.23. SEVERABILITY

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or VENDOR elects to terminate this Agreement.

7.24. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and VENDOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

7.25. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

7.26. APPLICABLE LAW AND VENUE

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

7.27. INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement:

- Exhibit A – VENDOR’s Proposal
- Exhibit B – RFP #24-007

7.28. COUNTERPARTS

This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be an original.

**REST OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY

ATTEST for CITY:

Keri O'Brien, City Clerk

Albert Childress, City Manager

____ day of _____, 2024

____ day of _____, 2024

ATTEST for VENDOR:

By _____

By _____

VENDOR

(Print Name)

(Print Name)

____ day of _____, 20____

____ day of _____, 20____

**Exhibit A
Proposal**

SEE ATTACHED

Exhibit B
RFP #24-007

SEE ATTACHED

HOLIDAY LIGHTING