

# Tropical Shell & Gift, Inc.

A subsidiary of Historic Tours of America, Inc. - *The Nation's Storyteller*. www.historictours.com

201 Front Street • Suite 210 • Key West, FL • 33040 (305)292-8917

Lucas Torres-Bull Procurement Manager c/o City Clerk City of Key West 1300 White Street Key West, FL 33040

Re: RFP 25-006 402 Wall Street

Dear Mr. Torres-Bull:

Please find attached to this cover letter our response to the above referenced RFP 25-006, Historic Building Rehabilitation, Lease and Adaptive Use, 402 Wall Street, Key West, Florida 33040, aka Historic Ship's Chandlery.

By way of introduction, my name is Clinton Curry and I am the Project Manager for the proposer, Tropical Shell & Gift, Inc. (hereinafter TS&G) a wholly-owned subsidiary of Historic Tours of America. TS&G is the current leaseholder of city-owned property in Mallory Square inclusive of the Key West Aquarium.

The proposer and parent company are both corporations with offices at 201 Front Street, Suite 224, Key West, Florida. Our website address is <a href="www.historictours.com">www.historictours.com</a>. The primary contractor that will be used for the project is Neyra Construction, LLC whose office address is 201 Front Street, Suite 112, Key West, Florida 33040. Phone: 954-684-8805. Neyra Construction is incorporated in the State of Florida and is owned by Patricia Ali Neyra whose certified General Contractor license number is: CGC 058194. A secondary contractor that will be used for the project is Serge Mashtakov P.E., President of Artibus Design whose office is 3710 N. Roosevelt Blvd., Key West, Florida 33040. Phone: 305-304-3512

Proposer, TS&G, is primarily involved in retail operations in several of the Historic Tours of America city operations. Retail operations are executed in Key West, St. Augustine, Florida, Savannah, Georgia, Washington, DC, Boston, Massachusetts and San Diego, California. Historic Tours of America is a national company whose primary business is sightseeing, historic attraction operations and real estate operations which are executed in Key West, Florida, St. Augustine, Florida, Savannah, Georgia, Washington, DC, Boston Massachusetts, Nashville, Tennessee, San Antonio, Texas, San Diego, California and Charleston, S.C. A comprehensive list of all operations is extensive and immediately available upon request.

In the course of parent company operations, the company has been involved in historic restoration since beginning in 1973 in Key West, Florida, originally under the name Old Town



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Key West Development, Ltd. Properties became a subsidiary of Historic Tours of America in 1980. Rehabilitation and adaptive reuse projects since the inception of the company have included:

- Multiple buildings on the 600 and 700 block of Duval Street, Key West.
- Adaptive reuse of leased city property at Mallory Square.
- Construction of several vacation rental properties in Key West (list available upon request).
- Construction and adaptive reuse of historic properties in St. Augustine, Festival Market in Old Town Square in St. Augustine, Potter's Wax Museum and the Welcome Center in St. Augustine.
- The Prohibition Museum in Savannah, Georgia.
- Several retail construction projects in Savannah, Georgia (list available upon request).
- Current construction projects include the Savannah Pirate Museum and Old Savannah Distillery.
- Boston Tea Party Ships & Museum.
- Washington, DC Welcome Center.
- The Reuter Building, San Antonio, Texas.
- Festival Marketplace at Old Town Market, San Diego.

A comprehensive list, including these and additional construction and adaptive use projects is available upon request.

The primary contact concerning this request for proposals for the proposer will be: Clinton Curry, 305-747-0099 whose email address is <u>Clinton.curry@historictours.com</u> and physical office location is 122 Simonton Street, Key West, Florida 33040.

The proposer is ready, willing and able to perform all services identified by this response to the subject RFP and will abide by the terms of the Request For Proposal including all attachments.

Thank you for your kind attention.

Sincerely,

Clinton Curry

**Director of Operations** 

## Conceptual Plan/Design - A Statement of the Physical Project Concept

TS&G is the current leaseholder of the majority of the city-owned commercial property in Mallory Square, including the Key West Aquarium, the Shipwreck Treasure Museum, the Sponge Market, Mallory Cart Market, the Old Fisherman's Café retail store (Caribbean Cargo) and the Shell Warehouse. The Shell Warehouse is immediately contiguous to 402 Wall Street, a.k.a. the old Ship's Chandlery. It is of the same construction type as the Shell Warehouse being of mortar and hewn stone with a wooden roof. The Shell Warehouse is known as the oldest masonry structure in Key West having been built in 1840 which would lead one to believe that the Chamber Building is probably of the same age. This is important because preservation of the building is of primary concern.

Several years ago, TS&G undertook having the Shell Warehouse and other city structures in Mallory Square installed with a fire sprinkler system at a cost of approximately \$200,000. The supply lines for this system come up inside 402 Wall Street and go into the Shell Warehouse from the common wall, making the sprinkler system available for installation in the 402 Wall Street building. As stated throughout this proposal, it is our intention to move the existing Sails To Rails museum from its present location on the corner of Caroline and Margaret Street into the 402 Wall Street property. This will achieve making Mallory Square a hub of educational interpretive facilities together with the Key West Aquarium, the Shipwreck Treasure Museum, the Sculpture Garden, the Audubon House, Mel Fisher's Treasure Museum and the Little White House. Being on the path to and from the Sunset Celebration makes this a primary location for such an operation.

In addition to having the existing museum "moved" to the 402 Wall Street building, we will put the original Flagler Paymaster's Railroad Car on the Wall Street side of the road across the street from the 402 Wall Street building. Directly behind the Paymaster's Car, by way of an elevated deck, will be the Maggie Atwell house, yet another historic structure that was moved from Big Pine Key, saving it from demolition. The Maggie Atwell House is a historic structure having been the cook house for the Flagler Railway gangs during the construction of the railroad through Big Pine Key. It is part of the Flagler Museum offering as part of the Sails To Rails Museum. Please refer to the attached site plan.

402 Wall Street is a stucco over hewn rock construction building. There is substantial spalling on the building and it is not clear whether there are covered-up doors or windows which, during this process of rehabilitation, should be restored to their original places on the building. In light of this, regarding the request for information about changing the fabric, we intend to restore the stucco on the exterior of the building as close to the original as possible. The interior is entirely covered with modern slatwall and out of character with the interior of the building so it will be removed completely. It cannot be ascertained at this time how the walls will be restored (as they are completely covered) but it is our intention to restore them with either stucco, drywall or wood as may be called for by the condition of the walls. There is presently a drop ceiling in the building which will be removed to expose the wood structure of the roof system which will also give the building proper ceiling height in proportion to the historical feel and look of the interior.

Finally, unfortunately, there has been a modern floor of terrazzo placed inside the building and it may be necessary to grind the terrazzo down for a new finish. Please refer to the attached floorplan for the display allocations that will be determined, in large part by the interior columns of the premises.

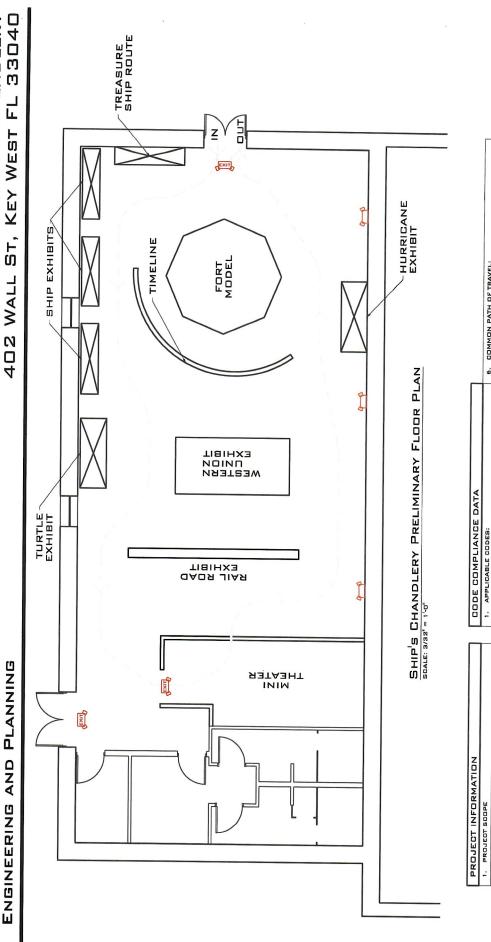
It is our intention to do as much restoration work on the building as is possible, given its current state. Operationally, the interior of this building will be where guests begin their museum experience with the exhibits in the museum and then will be afforded the opportunity of accessing the rail car and the Maggie Atwell house across the street by way of a token or QR code scanner ticketing facility. Please refer to the development program table indicating the approximate type of use and allocated square footage for further information on the interior.

#### **Development Plan Table**

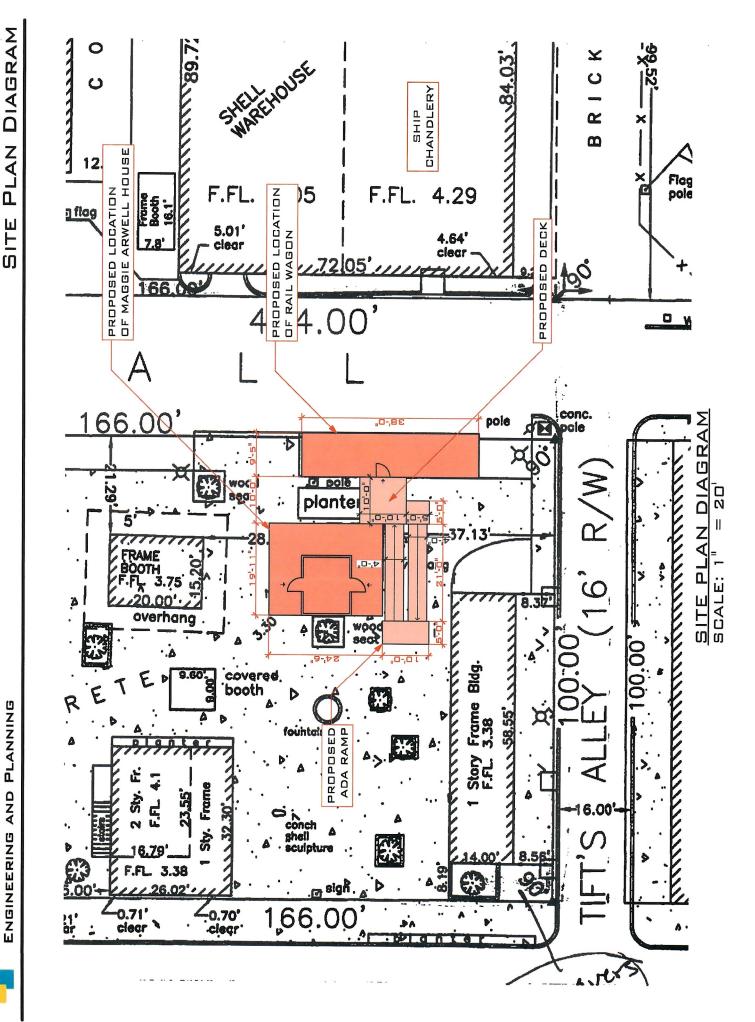
## 402 Wall Street - Old Ship's Chandlery - Development Program

Rehabilitation/Construction	See Accomplishment Schedule
Sailing Ship Transportation Route Exhibit	4' x 6'
Historic Sailing Ship Information Through The Years	12' x 4'
Turtle Harvesting In Key West	6' x 8'
Western Union	4' x 10'
Timeline of History For Key West	8' x 30' double-sided
Model of Fort Jefferson	- Section State
Actual Fort Model with Guest-Activated Sounds	15' x 15'
Florida East Coast Railway Film	12' x 20'
Paymaster's Railroad Car (330 sq. ft.)	Existing Outbuilding
Layout to show construction methods of bridge building	<u> </u>
Henry Flagler Background History	
Riding the Railroad Information and artificts	
Maggie Atwell House (567 sq. ft.)	Existing Outbuilding
Life of railroad workers with TV monitor	





2. SITE INFORMATION ZONING: FLOOD ZONE:





#### Tab 3

#### **Development Team Information**

The developer and proposer for this proposal is Tropical Shell & Gift, Inc., a wholly owned subsidiary of Historic Tours of America, Inc. Both entities are organized in the State of Florida.

The principal representative of the participating firm and proposer is Clinton Curry, the Regional Manager of the Key West operations. The other principal representatives of the firm and proposer are Chris Belland, the CEO of Historic Tours of America and Edwin O. Swift, III, President of Historic Tours of America. Clinton Curry has been an employee of the company for 37 years. Mr. Belland and Mr. Swift are founding owners of the firm and have been partners in the companies since 1973.

At the present time, the number of employees in Key West is 312 and it operates the Conch Tour Train and Old Town Trolley sightseeing companies along with the Key West Aquarium, the Shipwreck Treasure Museum, the Little White House, eleven retail profit centers and three food service operations, including El Meson de Pepe, the Key West Cooking School and the Conch Fritter Stand. As such, the firm has an extensive management team, a large maintenance staff and a property management company. Finally, the company has successful and profitable operations in ten cities around the United States and has the financial and organizational capacity to perform what is proposed herein.

#### Relevant Experience

The company had its beginning as a construction company in 1973 restoring a number of buildings on Duval Street and in the Mallory Square area. It has gone on to continue the path of real estate development in its other city operations throughout the country. The construction has included festival marketplaces, standalone vacation rental projects, standalone attraction operations and multiple garage facilities. The signature ability of the company has been in historic rehabilitation involving the planning and redevelopment of historic structures, including but not limited to the Harry S. Truman Little White House on Truman Annex in Key West, the Shell Warehouse in Mallory Square, Building 21 in Key West, Building 1 in Key West, the Old Jail complex in St. Augustine, the American Prohibition Museum in Savannah, Georgia, the construction of a 3700 square foot retail store in Washington, DC on 10<sup>th</sup> and E Street, the construction of an on-the-water attraction complex known as the Boston Tea Party Ships & Museum, the recent acquisition in the partial rehabilitation of the historic Reuter Building in San Antonio and the Whaley House in San Diego (one of the first masonry structures in Southern California and one of the most historic buildings in the state).

# NEYRA CONSTRUCTION, LLC SHIP CHANDLERY LIST OF SUBCONTRACTORS

Anthony Paolucci Apollo Electric Solutions, LLC 14 Aquamarine Drive, Unit B, Key West, FL 33040 305-708-2782 Office@aes-fl.com	Gary Centonze Gary's Plumbing & Fire Sprinkler 6409 2 <sup>nd</sup> Terrace, suite I, Key West, FL 33040 305-296-6013 admin@garysplumbingandfire.com
George Beys George's Plumbing 1824 Flagler Avenue, Key West, FL 33040 305-916-0500 george@georgesplumbingkw.com	Todd Oropeza Sub-Zero 6003 Peninsula Avenue, Key West, FL 33040 305-294-9243 subzerotodd@gmail.com
Eric Gartmayer EE Builders 1205 20 <sup>th</sup> Terrace, Key West, FL 33040 305-797-0344 eebuilders33040@gmail.com	Ray Alvarez Steller Carpet and Tile 3210 N. Roosevelt Blvd., Key West, FL 33040 floordr123@aol.com
Tommy Valente Roof Assassins 1724 Flagler Avenue, Key West, FL 33040 305-849-3282 roofassassins@gmail.com	Justin Bowden JMB Painting 314 Virginia Street, Key West, FL 33040 305-304-6681 justbowden@hotmail.com
Miguel Liz Liz Carpentry, LLC 5624 Third Avenue, Key West, FL 33040 305-294-5861 Miguelliz@lizcarpentry.com Layne Thrasher Island Doors and Windows 3220 N. Roosevelt Blvd., Key West, FL 33040 305-296-0899 islanddoorsandwindows@gmail.com	Frank Andreau Concepts in Cleaning, Inc. DBA Terrazzo Care Restoration 6511 NW 41 <sup>st</sup> Terrace, Coconut Creek, FL 33073 954-818-2703 Timothy Lucas All Things Drywall 1107 Key Plaza, P.O. Box 212, Key West, FL 305-304-4939 allthingsdrywall@yahoo.com

#### References

These are references for TS & G. You have our permission to contact them:

Michele White Sr. Commercial Relationship Manager/SVP First Horizon Bank 330 Whitehead Street Key West, FL 33040 305-294-6330

Bill Horn William P. Horn Architect P.A. 915 Eaton Street Key West, FL 33040 305-296-8302

Luis Busquets Black Dog Advertising 11767 S. Dixie Highway, # 376 Miami, FL 33156 786-210-8282

#### Tab 4

#### **Management Team**

Tropical Shell & Gift, through its parent company, Historic Tours of America, has an extensive management team in the city to manage all aspects of an attraction such as is proposed. The management team members resumés are here.

The overall Operations Manager is Clinton Curry whose oversight includes Old Town Trolley, Conch Tour Train, Key West Aquarium, Truman Little White House and Shipwreck Treasure Museum. Mr. Curry reports directly to the Chief Executive Officer, Chris Belland, on a weekly and sometimes daily basis.

The Attractions Manager in Key West is Brent Lyons whose direct oversight includes, among other duties, the Truman Little White House, Key West Aquarium and Shipwreck Treasure Museum. His current duties will extend to include the Sails To Rails Museum as anticipated in this proposal.

Daily maintenance and all other extended maintenance programs are handled by Mike Gibson who is the overall maintenance manager for all parent company businesses and also for other real estate projects throughout Key West including Old Town Key West Development and four vacation rental projects. His team of maintenance staff include HVAC, electric, painting, carpentry and cleanliness crew comprised of 20 employees.

Eddy Herrera is the IT Manager for all Key West operations and oversees a staff of four employees for the maintenance, supervision and operational aspects of all IT equipment, including computers, internet, telephones and ticketing facilities.

Joyce Unke is the real estate Property Manager for all company real estate, including oversight for taxes, insurance and leasehold management.

Joanna Huestis is the Human Resources Supervisor for all HR matters for the entire company, including Key West.

Tom Sutton is the Insurance Manager for all company insurance policies throughout the nation, including those involved in Key West.

All company employees mentioned herein are in the section of the company resumés.

#### Chris Belland - CEO

Chris Belland is founder and Chief Executive Officer of Historic Tours of America. Aside from four years at the University of Pennsylvania's Wharton School of Finance, he has spent his entire life in Miami and Key West. His penchant for history comes from three years as an exchange student in South America and trips to Europe during his college years. He has joined his avocation, which is a love of history, into his vocation which is showing off the historical importance of the cities in which our company operates.

As part of the company's philosophy of giving back to the community, Mr. Belland also formed the Key West Attractions Association, was the first founding president of the Key West Montessori Children's School and has served on the Boards of the Florida Attractions Association and the Key West Chamber of Commerce. He is presently a columnist for the local newspaper and his works can be seen at hindsightsandinsights.blogspot.com. "Showing off the incredible eight cities that Historic Tours of America operates in has been one of the greatest joys of my life."

#### Edwin O. Swift, III - President

Edwin O. Swift, III is a founder, President and Director of Historic Tours of America. It was probably the fact that Ed's father was the head photographer for the St. Louis Star Times and, in fact, was one of those photographers who took the picture of Truman holding up the "Dewey Wins!" newspaper, that caused him to go into the camera business in Key West.

Not only was Ed in retail for 15 years, he has also lived the company's philosophy by being active in the community serving as Monroe County Commissioner, President of the Chamber of Commerce and being one of the foremost and earliest proponents and developers of affordable workforce housing. He is presently working on the Florida Keys Assisted Care Coalition and the Friends of Mallory Square which built the Key West Historic Memorial Sculpture Garden.

Says Ed, "Being able to make such a positive impact on my community has been my greatest accomplishment. Not only was I involved in the early restoration of a depressed city but I have been part of the process in making this one of the most interesting and desirable destinations to live and visit."

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#### Clinton Curry - Director of Key West Operations

Clinton Curry has been employed in various positions with Historic Tours of America and today serves as the Director of Operations for our Transportainment<sup>®</sup>, Museums, and Attractions operations in Key West. Clinton has been working with Historic Tours of America since 1987, starting as a stock boy for our retail operations and server within our food and beverage operations in Mallory Square. By the early 1990s he began working as a tour guide at the Key West Aquarium, promoted in 1999 to Operations Manager of the Key West Aquarium. In 2004 Clinton was promoted to General Manager of the Key West Shipwreck Treasure Museum and in 2016 assumed the role of Director of Museums and Attractions. Throughout his tenure with the company, Clinton has assisted with the development of several other city tours, including the highly popular Ghosts & Gravestones of Key West Frightseeing® Tour. Clinton serves as Executive Director for the Key West Harry S. Truman Foundation, has been a board member and officer of the Key West Attractions Association, and volunteers time to many of our local nonprofit organizations and our community at large. Furthering his understanding of the City of Key West's operational needs, Clinton has completed training as an Ambassador for the City of Key West. In his own words, what he enjoys most about working at Historic Tours of America is the "opportunity to serve those I work with and to meet people from all over the world, while sharing the cultural history of my hometown."

As a seventh-generation, native-born Key Wester, Clinton and his family are well-rooted in Key West. In his spare time, Clinton and his family enjoy the many wonderful land and sea activities available in the Fabulous Florida Keys.

#### Freddy Varela - Controller

Freddy M. Varela has been employed as the company's controller since August 2001. As controller of the company, Mr. Varela is responsible for analyzing, interpreting, and controlling the company's accounting and financial records. His duties cover all of the accounting functions of the company such as general accounting, budgeting and forecasting, accounting methods and procedures, taxes, and internal auditing. Mr. Varela also works closely with the independent accounting firm that performs the company's annual audit.

He is currently serving a four year term as a member of the Monroe County Tourist Development Council. Mr. Varela is also involved with Key West Little Conch Baseball as a baseball coach as well as serving as league president for 6 years. Prior to joining the company, Mr. Varela was a senior accountant for a public accounting firm in Key West for over 10 years. Mr. Varela graduated from Florida International University in August 1990 with a BA in accounting.

**Joanna Huestis** – **Director of Human Resources** Joanna Huestis joined Historic Tours of America in 2010 as the Human Resources Director, working from our Key West corporate office. She is now leading a diverse department of professionals throughout the US with an emphasis on developing subject matter experts in each area under her direction. Her focus has always been on teaching, mentoring, and strategic planning.

As a graduate of the University of South Florida, she achieved a Bachelor of Arts degree in Communications and later earned a Master of Science degree in Organizational Leadership from Southern New Hampshire University. With over 25 years of HR experience, she holds both the SPHR and SHRM-SCP professional certifications.

Joanna enjoys travel, gardening, and boating with her husband in the beautiful waters of the Florida Gulf Coast.

#### Brent Lyons - Director of Key West Attractions

Brent Lyons is the General Manager of Attractions in Key West. He joined Historic Tours of America in 2018 and has worked in various roles in every HTA tour and attraction in Key West. Brent holds a bachelor's degree in business administration and a master's degree in supply chain management.

Brent's very involved in his community where he coaches youth baseball, volunteers in community activities, serves on multiple boards of directors for various associations, and participates in the Key West Chamber of Commerce. His wife, Carly, is a local elementary school teacher, and together they have 3 young children.

Brent was a successful Independent Contractor for years with FedEx in Grand Rapids, Michigan. He relocated his family to the Lower Florida Keys in 2011 and became the District Manager for Coca-Cola, where he earned the company's Innovation Award for developing and launching a successful local sales and marketing program. He was then recruited to become the General Manager for a large Coca-Cola facility in the Black Hills of South Dakota. After a couple years contemplating why they gave up eternal paradise for the cold winters in South Dakota, he moved his family back to the Florida Keys and reinvented himself once again in the tourism industry. Joining HTA has been one of the most exciting steps in Brent's career: "I really enjoy the tourism industry, the guests who choose to vacation where I live, and serving the amazing CAST here at HTA Key West!"

When Brent is not in the office, he's likely on his boat in the beautiful waters surrounding the Lower Keys spending time with his family!

#### Piper Smith - Vice President of Marketing

Piper L. Smith began her career with Historic Tours of America in 1983 working in the Conch Tour Train Ice Cream Parlor and Gift Shop while on breaks from college. After graduating from the University of Florida with a degree in Advertising, she came back to work at the company's newly created in-house marketing department as an assistant. During her career with the company Piper has worked in retail, food service, sales representative, vendor and charter sales, and as a tour conductor. In 1998 Piper was promoted to Vice President of Marketing for Historic Tours of America where she oversees all marketing aspects for the company. As an avid traveler, working for a company with operations in eight fabulous destinations is a dream come true. Piper has been involved in the Key West community since graduating from college. She currently serves on the Monroe County Tourist Development Council District Advisory

Committee and has served on the boards Florida Keys Lodging Association, Key West Attractions Association, Tropic Cinema, and Key West Historic Memorial Sculpture Garden. She served for seven years as a mentor as part of Take Stock in Children. She is a two-term past president of the Key West Attractions Association and Big Brothers/Big Sisters of Monroe County where she was a Big Sister for six years. Her other passion besides travel is golden retrievers and she serves as a volunteer for Everglades Golden Retriever Rescue.

#### Joyce Unke - Director of Property Management

A native Floridian, Joyce Unke, born in Sanford, FL, the "celery capital of the world," is the Director of Real Estate & Property Management for Historic Tours of America and its subsidiaries. She started her career as an assistant to Gerald "Mo" Mosher and Michael Cates Sr., two of the original four partners of Historic Tours, in a small office off Duval Street in Key West, in 1994! Over the next years, real estate law, contract writing, permitting, maintenance, and negotiating skills were handed down to her by her mentors. She since then has grown and managed hundreds of both residential and commercial properties. Joyce has been involved in the intricate process of local management of over five workforce housing projects within the city and county, median & moderate income.

Joyce is passionate when it comes to Commercial real estate in Key West. She is a take charge, negotiate the deal, and get it done person! She works with large corporate tenants, as well as local entrepreneurs, businesses, and artisans as well.

Joyce loves the hands-on interaction with all tenants alike. In addition, she also enjoys working with the entire team of Historic Tours of America which she also calls her "family"!!

#### Tom Whitney - Operations Manager, Harry S. Truman Little White House

Has over 40 years in the hospitality industry, graduated from University of Houston with a BS in Hospitality Management. Tom worked for Hyatt Hotels for 23 years. Most notable career accomplishment was the opportunity to work with the local developer and the Owners to build and open The Marker Hotel in Key West as General Manager. Tom and his wife Cathy have lived in the Florida Keys for 11 years. Tom has been with HTA for 3 years. Away from work Tom enjoys being out on the water, fishing, playing Golf and riding his bike.

#### Michael Gibson - General Manager - Facilities Maintenance/Management

My name is Michael Gibson. I am currently a General Manager for Historic Tours of America for their Facilities Maintenance. I have been with them for 13 years. I previously lived in the Triad of North Carolina where I operated my own business for 18 years. My business was a complete design build operation in the Landscaping industry, to include 3 retail locations and hardscaping. I have spent the better part of my career developing and maintaining the exterior of properties. Both commercial and residential. Throughout my career I have also worked as a sales representative for a company named Hughes Supply offering construction products to contractors and municipalities. I decided to change careers and went to work for Land Rover as a sales manager. I did this for 2 years before moving to Key West. Before and during my career I obtained my degrees in Horticulture as well as IT.

#### Eddy Herrera – IT Manager

Joined the HTA team in April of 2023 as the IT Manager. 15+ years of experience in various IT fields including network administration, systems administration, physical IT infrastructure design and installation and 10+ years of experience in management. I worked in various capacities for the City of Key West in the facilities maintenance and transportation departments in management roles before moving to Lower Keys Medical Center where I worked for 9 years as the IT Systems and Network Administrator. I hold a Bachelor of Science degree in Business Management from Miami Dade College and various certifications in computer networking and I am certified by the FIU program for public administration management.

#### Tab 5

#### **Project Management Plan**

The project will have three phases, including construction oversight, museum implementation and operations. For each phase, there will be a separate management plan.

During construction, oversight will be attended to by Clinton Curry and Chris Belland who will both be involved in overseeing the construction process, working directly with the general contractor, Neyra Construction. Both individuals have extensive experience in site management and construction processes, having been involved in multiple projects over the last 40 years.

The museum implementation will involve moving the entire Sails To Rails Museum as it presently exists on the corner of Caroline and Margaret Street to the new location. Again, both Mr. Curry and Mr. Belland will oversee this project with various CASTmembers whose experience will be directed to their areas of expertise, including electronic facilities implementation, carpentry and "stage setting" the interiors. Through its parent company, TS&G has the availability of the Historic Tours of America Art Department who will be involved in setting up the various displays as anticipated in the floorplan contained herein.

Operations will follow the same format as other attractions owned and operated by the parent company, Historic Tours of America. There will be a site manager, Tom Whitney, who will be the direct overall manager of the facility with a longstanding experience of operating such an attraction coming from the Little White House on Truman Annex. There will be a full-time, onsite manager of the attraction itself with several employees such as docents, ticket sellers, etc. to run the day-to-day operation. They, in turn, will report to the Operations Manager who will, in turn, report to Mr. Whitney who will, in turn, report to Mr. Lyons, all to be overseen by Clinton Curry. All ancillary requirements, such as IT requirements, electrical, plumbing, HVAC, will be handled by interior providers at Historic Tours of America.



#### **HISTORIC SHIP'S CHANDLERY**

PRELIMINARY BUDGET May 9, 2025

#### **DESIGN SERVICES**

3D spatial mapping services, floor plans, elevations and	\$3,300
sections	
Construction plans and engineering	\$38,220
Interior design services	\$14,000
TOTAL	\$55,520

#### **CONSTRUCTION**

ROOFING (5V-CRIMP METAL PANELS)	\$35,500
ROOF RADIANT BARRIER (low-E insulating Thermasheets)	\$4,500
INTERIOR DEMOLITION	\$30,000
SPALLING REPAIR	\$66,000
TERRAZO GRINDING AND POLISHING	\$18,000
MECHANICAL (exposed metal duct)	\$65,000
PLUMBING & FIXTURES (bathroom)	\$20,000
ELECTRICAL & LIGHTING FIXTURES	\$135,000
(new 200 amp service)	, ===,
LOW VOLTAGE	\$15,000
METAL FRAMING	\$20,000
INSULATION (exterior walls)	\$5,000
DRYWALL, CORNERBEAD, TAPE AND FINISH	\$20,000
BATHROOM TILE AND INSTALL	\$8,000
EXTERIOR PAINT	\$14,000
INTERIOR PAINT	\$20,000
FIRE SPRINKLER	\$34,610

CARPENTRY	\$57,000
EXTERIOR DOORS & WINDOWS	\$30,000
INTERIOR DOORS, TRIM AND HARDWARE	\$10,000
AWNINGS	\$8,000
BATHROOM COUNTERTOP & ACCESSORIES	\$5,000
RAILROAD CAR AND MAGGIE ATWELL HOUSE RELOCATION	\$150,000
HC RAMP	\$35,000
RELOCATE FIRE HYDRANT	\$10,000
PRIVATE PROVIDER	\$2,500
DUMPSTERS/TRASH HAULING	\$9,000
PERMIT/HARC FEE ALLOWANCE	\$15,000
GENERAL CONDITIONS – supervision, project management,	\$69,115
weekly site cleaning, liability insurance, permit processing,	
NOC, protection, safety and final cleaning.	
SUBTOTAL	\$911,225
OVERHEAD	\$45,561
PROFIT	\$95,679
TOTAL BUDGET	\$1,052,465

#### **NOTES:**

• If any portion of roof sheathing needs to be replaced; it will be an additional \$5.50 per SF.



May 5, 2025

Patricia Neyra

E: patty@neyraconstruction.com

#### Subject:

#### **Work Order for**

Architectural, structural site and MEP design services for the preparation of building permit application drawings for remodeling of existing spaces into new use as historical and cultural enrichment spaces.

- 1) Ships Chandlery. An existing retail space +/- 2976 sq.ft. gross floor area. One story slab on grade.
- Hospitality House. An existing commercial space +/-1800 sq.ft. gross floor area with storage attic space above. One story elevated on short piers.
- Cable Huts. An existing industrial use structures +/-400 sq.ft. each. One story partially below existing grade and holding tidal waters

#### **Project Location:**

402 Wall St, (and vicinity) Key West, FL 33040

#### Dear Ms. Neyra

Artibus Design LLC is pleased to present this engineering service proposal for the scope described below.

#### Scope of work:

#### **Item A: Architectural Engineering Services**

- Measure existing structures interior and exterior after demolition of non-historical finishes.
- 2. Prepare accurate as-build drawings for interior and exterior as needed for permitting and construction.
- 3. Prepare preliminary floor plans based on the clients input and proposed display elements and features.
- 4. Incorporate any changes (up to 3 rounds of revisions). And prepare architectural building permit drawings including life safety plans. (Please note that fire suppression system design shall be provided by others and is not included in this estimate).

#### Item B: Site Engineering Services.

- 1. Prepare site plan as needed for permitting and construction (only applicable for Cable Huts and Hospitality House sites).
- 2. Please note that site design work will require a current detailed boundary and topographic survey of the site (not included into this proposal).
- 3. Please note that any potential variance application efforts (if needed) are not included into this proposal.
- 4. Please note that storm-water management system design (underground exfiltration trenches or other types of stormwater management if deemed necessary by City's engineering department is not included into this proposal.

#### **Item C: Structural Engineering Services**

- 1. Prepare structural engineering details for misc. structural improvements to properties. To include following elements:
- 2. Misc wall repairs to existing limestone walls for Chandlery building PAGE 1 OF 5

3710 N. ROOSEVELT BLVD, KEY WEST, FL 33040 (305) 304-3512 INFO@ARTIBUSDESIGN.COM WWW.ARTIBUSDESIGN.COM



- 3. Potential structural improvements to the existing roof framing in case damage is discovered during demolition of ceiling finishes.
- 4. New ADA ramp to access the Hospitality House.
- 5. New floor system (frame or concrete) for the elevated floors inside of Cable Huts
- 6. Potentially modifications to the existing roof system to allow adequate code compliant access into Cable Huts.

#### Item D: Mechanical, Electrical and Plumbing (MEP) Engineering Services

- 1. Prepare new mechanical (HVAC) plans for air conditioning and ventilation for new use in Ships Chandlery Building as needed for permitting and construction.
- 2. No new HVAC design is included for Hospitality House and Cable Huts.
- 3. Prepare new electrical engineering plans for Ships Chandlery Building based on final architectural design.
- 4. Prepare new misc. electrical engineering plans for Cable Huts.
- 5. Existing electrical system to remain for Hospitality House (any misc. updates shell be permitted by the contractor)
- 6. Prepare new plumbing engineering plans for potential bathrooms to be located inside Ships Chandlery Buildings (or existing to remain).
- 7. No plumbing design work is anticipated for Hospitality House nor Cable Huts.

#### **Cost of Work:**

**Item A: Architectural Engineering Services** 

Estimated Cost of Work this item (Lump Sum): \$24,600.00

Time frame to be determined.

**Item B: Site Engineering Services** 

Estimated Cost of Work this item (Lump Sum): \$8,200.00

Time frame to be determined.

**Item C: Structural Engineering Services** 

Estimated Cost of Work this item (Lump Sum): \$7,600.00

Time frame to be determined.

**Item D: MEP Engineering Services** 

Estimated Cost of Work this item (Lump Sum): \$14,200.00

Time frame to be determined.

#### Total Estimated Cost of Work item A through D \$54,600.00

**Owner Provided Information:** Recent topographic survey in CAD(.dwg) format, boundary, site features, topo elevations. Elevation Certificate.

**Retainer:** \$20,000.00. The retainer is not refundable if the work on the project started (Site visit performed, preliminary drawings created, etc.) The work will start within 7 days from the availability of executed proposal and retainer. Partial payments are due upon the completion of individual tasks and on a monthly basis as a percentage of completion of individual tasks.

**Deliverables:** All drafts and preliminary plans or drawings will be delivered to the client in the electronic format via e-mail or other types of electronic sharing.

We will provide one (1) sets of final digitally certified set of construction documents to the Client for permitting and construction purposes.

Any additional copies of drawings shall be billed on the rates provided in the schedule of reimbursable expenses.

PAGE 2 OF 5

3710 N. ROOSEVELT BLVD, KEY WEST, FL 33040 (305) 304-3512 INFO@ARTIBUSDESIGN.COM WWW.ARTIBUSDESIGN.COM



#### Representative engineering experience and client references

# 1. City of Marathon, Various Projects Carlos A. Solis, P.E.

Director of Public Works & Engineering City of Marathon | Public Works 9805 Overseas Highway | Marathon, FL 33050 Office: 305-289-5008 | Cell: 305-481-0451

E: solisc@ci.marathon.fl.us

# 2. City of Key West, Port and Marine Services Various Projects Karen Olson

Deputy Director Port & Marine Services (305)809-3803

E: kolson@cityofkeywest-fl.gov

# 3. City of Key West, Engineering Ian McDowell, P.E.

City Engineer City of Key West (305) 809-3753

E: cimcdowell@cityofkeywest-fl.gov

## 4. William P. Horn, R.A., NCARB, LEED AP (BD+C) William P. Horn Architect, PA

Various Projects including for Monroe County and School Board

915 Eaton St, Key West, FL 33040 305-296-8302

E: william@wphornarchitect.com

#### 5. Robert Wright, M.S.Ed.

**Principal** 

#### Various Projects for School and Basilica buildings

The Basilica School of Saint Mary Star of the Sea 700 Truman Avenue Key West, Florida 33040

Phone: 305-294-1031

E: <a href="mailto:principal@basilicaschool.com">principal@basilicaschool.com</a>

#### Financial Plan

The sources of capital for the entire project will be from resources already in the parent company and will be paid for as needed to achieve the elements of this proposal.

In this regard, as far as sources and uses are required, all sources are presently in hand and uses will be according to the construction budget and implementation budget herein contained. The total investment to be made is approximately \$750,000 but will depend on what is found during the demolition phase of the plan. It is not possible at this stage to know what will be found when the building structure is exposed during this process.

#### Ongoing Maintenance & Management

402 Wall Street will be scheduled into the existing TS&G and parent company maintenance and management programs and will be budgeted at the same amount as our current operation at the Shipwreck Treasure Museum which is approximately \$50,000 per year for repair and maintenance of a similar sized facility.

#### Annual Rents & Lease Terms

The lease being offered by the city is for ten years and we are proposing that the lease structure become part of the existing lease with the City of Key West which is already in place for Tropical Shell & Gift and have both leases extended for the term offered by the city so they would run concurrently at 10% of gross sales. Using the results from the Shipwreck Treasure Museum, this would indicate a payment to the city of \$120,000 per year. This amount may actually be higher given the synergy of having several museums in one area for the purpose of packaging admissions together.

At a conceptual level, what we would propose, given the unfortunate condition of the structure is for a rent credit over the 10-year term for the investment in the structure of the building to be subtracted from the percentage rent of adding a lease for 402 Wall Street to the lease currently I place with Tropical Shell & Gift, the proposer, extending both to a 10-year term so they run concurrently.

The total budget for soft costs and hard costs during pre-construction through occupancy is attached hereto and is our current best estimate for a total of \$1,300,000 plus the installation of the existing museum involving taking down and removing the existing exhibit from its current location to 402 Wall Street.

#### **Competitive Projects Disclosure**

At the present time, we have no projects ongoing in Key West but have two other projects outside of Key West in Savannah, Georgia. Our intention is to also propose to the city for RFP 25-005 and RFP 25-007 for the Cable Huts and Hospitality House which will not be competitive

but complementary to this project. Having them going on at the same time would be cost efficient.

#### SHIP CHANDLERY HOUSE

#### SOFT AND HARD COSTS PRELIMINARY BUDGET

RFP SUBMITTAL CONCEPT DESIGN SERVICES	\$2,520
3D MODELING	\$3,300
CONSTRUCTION PLANS AND ENGINEERING	\$38,220
INTERIOR DESIGN	\$14,000
CONSTRUCTION/PERMIT FEES/PRIVATE PROVIDER	\$1,052,465
DISPLAYS (RELOCATE MOST DISPLAYS)	\$5,000
SUPPLIES	\$5,000
FURNITURE (RELOCATE FURNITURE)	\$2,000
SIGNAGE (RELOCATE SIGNAGE)	\$5,000
GRAND OPENING RECEPTION	\$3,500
MARKETING/UPDATE WEBSITE	\$3,500
TOTAL	\$1,134,505

Chris Belland Historic Tours of America, Inc. 201 Front Street, Suite 310 Key West, FL 33040

Dear Chris,

This letter serves as a formal commitment from Neyra Construction to provide general construction services for the Hospitality House project, should a lease be awarded to Historic Tours of America.

We understand the importance of this project and are fully prepared to dedicate the necessary resources to ensure a successful completion. We are confident in our ability to meet the project requirements outlined in your statement of the physical project concept.

We commit to being available to start work within 5 days of receiving an executed contract and permit from the City of Key West.

We are excited about the opportunity to work with you on this project.

Sincerely,

Patricia Neyra, President

Patricia Meyra

**NEYRA Construction, LLC** 

#### **SCHEDULE OF ACCOMPLISHMENTS**

#### Ship Chandlery 402 Wall Street, Key West May 9, 2025

4/15/25	Attend mandatory walk-through (attended by HTA team)
4/21/25	Submit questions for clarification (done)
4/25/25	Clarifications received from City
5/12/25	Submit proposal
June, 2025	Estimated award
June, 2025	Have 3D scanning of interior & exterior of building done
June, 2025	Preparation of floor plan, elevations & sections
July-August, 2025	Prepare construction drawings (including MEP)
August, 2025	Prepare NOC and file with Clerk of Court
August, 2025	Submit plans, submittals & NOC to City for both HARC and
	plan review
September, 2025	Receive building permits
September, 2025	Start interior demolition within 3-5 days of receipt of
	building permit
September 2025 –	Exterior and interior renovation work to be conducted
January 2026	
February 2026	Art team to install displays (relocate from existing
	location)
February 2026	Receipt of final building inspections and CO
February 2026	Management to prepare Museum for opening
February 2026	Management to begin Marketing Plan Execution
March 2026	Grand opening of Museum

Note: no public participation will be used by the developer to solicit input.

#### Tab 9

#### **Special Conditions**

The preliminary walkthrough that was done on April 15<sup>th</sup> indicated that the building is only in poor to fair condition having been untended for an extended period with no appropriate maintenance. There is significant spalling on the stucco and it is not clear whether the stucco may be concealing windows or doors that should be replaced to enhance the historic quality of the structure. Furthermore, the roof structure indicates that a new roof should be put on the building. Finally, the entire electric system and HVAC system will need to be replaced. It could not be determined if the plumbing is in good working order. However, all bathrooms will be completely removed and replaced with clean, modern facilities and equipment.

With this being said, it is our intention to make the investment to bring the building to full compliance with code and in working operational order. Furthermore, we will add construction elements that will enhance the overall appeal of the building and provide ongoing daily, weekly and monthly maintenance programs to keep the building in the proper condition. In this vein, we would like to negotiate with the city two components of the construction phase of this development. First, there is the infrastructure cost of the spalling, floors, wall systems, electric, HVAC and roofing. We would propose to present these costs to the city and receive our investment back over the period of the lease with a rent credit that would be the fully amortized amount of the infrastructure investment together with interest thereon at 6%. The interior buildout would be a cost of doing business and would be subject to the 10% of gross revenue amount paid to the city each month.



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## **Detail by Entity Name**

Florida Profit Corporation
TROPICAL SHELL & GIFTS, INC.

#### Filing Information

**Document Number** 

255799

**FEI/EIN Number** 

59-0966923

Date Filed

02/08/1962

**Effective Date** 

02/00/1002

LITECTIVE

02/08/1962 FL

State Status

ACTIVE

Last Event

NAME CHANGE AMENDMENT

**Event Date Filed** 

10/05/2010

**Event Effective Date** 

NONE

#### Principal Address

201 FRONT ST

**STE 224** 

KEY WEST, FL 33040

Changed: 03/26/2002

#### Mailing Address

201 FRONT ST

SUITE 224

KEY WEST, FL 33040

Changed: 04/07/2019

#### Registered Agent Name & Address

SWIFT, EDWIN O., III

201 FRONT ST

**STE 224** 

KEY WEST, FL 33040

Name Changed: 03/06/2013

Address Changed: 02/15/2011

Officer/Director Detail

#### Name & Address

Title SD

BELLAND, CHRISTOPHER C 201 FRONT STREET STE 224 KEY WEST, FL 33040

Title PD

SWIFT, EDWIN O., III 201 FRONT STREET STE 224 KEY WEST, FL 33040

#### **Annual Reports**

 Report Year
 Filed Date

 2023
 04/04/2023

 2024
 04/04/2024

 2025
 02/11/2025

#### **Document Images**

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02/07/2014 ANNUAL REPORT	View image in PDF format
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02/15/2011 ANNUAL REPORT	View image in PDF format
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04/11/2003 ANNUAL REPORT	View image in PDF format
03/26/2002 ANNUAL REPORT	View image in PDF format
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01/31/1997 ANNUAL REPORT	View image in PDF format
02/08/1996 ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporations



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## Fictitious Name Detail

#### Fictitious Name

KEY WEST AQUARIUM

#### Filing Information

**Registration Number** 

G92366006006

Status

**ACTIVE** 

Filed Date

12/31/1992

**Expiration Date** 

12/31/2027

**Current Owners** 

County

MONROE

**Total Pages Events Filed** 

7 6

**FEI/EIN Number** 

NONE

#### Mailing Address

# 1 WHITEHEAD STREET KEY WEST, FL 33040 US

#### **Owner Information**

TROPICAL SHELL & GIFTS INC 201 FRONT STREET STE 224 KEY WEST, FL 33040 US FEI/EIN Number: 59-0966923 **Document Number: 255799** 

#### **Document Images**

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## **Fictitious Name Detail**

#### **Fictitious Name**

SHELL WAREHOUSE

#### Filing Information

Registration Number

G92366006011

Status

ACTIVE

**Filed Date** 

12/31/1992

**Expiration Date** 

12/31/2027

**Current Owners** 

County

MONROE

**Total Pages** 

7

**Events Filed FEI/EIN Number** 

6 NONE

#### Mailing Address

#1 WHITEHEAD STREET KEY WEST, FL 33040 US

#### **Owner Information**

TROPICAL SHELL & GIFTS INC 201 FRONT STREET STE 224 KEY WEST, FL 33040 US FEI/EIN Number: 59-0966923 **Document Number: 255799** 

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## **Detail by Entity Name**

Florida Profit Corporation CONCH TOUR TRAIN, INC.

#### **Filing Information**

**Document Number** 

G39497

**FEI/EIN Number** 

59-2289967

**Date Filed** 

05/09/1983

State

FL

**Status** 

**ACTIVE** 

Last Event

**AMENDMENT** 

**Event Date Filed** 

10/05/2010

**Event Effective Date** 

NONE

#### Principal Address

201 FRONT ST

SUITE 224

KEY WEST, FL 33040

Changed: 03/26/2002

#### **Mailing Address**

201 FRONT ST

**SUITE 224** 

KEY WEST, FL 33040

Changed: 04/07/2019

#### Registered Agent Name & Address

SWIFT, EDWIN O., III 201 FRONT ST

SUITE 224

KEY WEST, FL 33040

Name Changed: 03/06/2013

Address Changed: 03/26/2002

Officer/Director Detail

Name & Address

Title PD

SWIFT, EDWIN O., III 201 FRONT STREET, SUITE 224 KEY WEST, FL 33040

Title SD

BELLAND, CHRISTOPHER C 201 FRONT ST, STE 224 KEY WEST, FL 33040

#### **Annual Reports**

 Report Year
 Filed Date

 2023
 03/21/2023

 2024
 04/04/2024

 2025
 02/10/2025

#### **Document Images**

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	03/21/2023 ANNUAL REPORT	View image in PDF format
	02/10/2022 ANNUAL REPORT	View image in PDF format
	03/16/2021 ANNUAL REPORT	View image in PDF format
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(	02/26/2007 ANNUAL REPORT	View image in PDF format
(	01/19/2006 ANNUAL REPORT	View image in PDF format
(	02/07/2005 ANNUAL REPORT	View image in PDF format
9	03/04/2004 ANNUAL REPORT	View image in PDF format
(	03/03/2003 ANNUAL REPORT	View image in PDF format
0	03/26/2002 ANNUAL REPORT	View image in PDF format
<u>C</u>	05/03/2001 ANNUAL REPORT	View image in PDF format
0	05/07/2000 ANNUAL REPORT	View image in PDF format

04/23/1999 ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporations

# CITY OF KEY WEST, FLORIDA

### **Business Tax Receipt**

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

**Business Name** 

SHELL WAREHOUSE

**Location Addr** 

1 WHITEHEAD ST

Lic NBR/Class

3682

RETAIL WHOLESALE OR MAIL ORDER

**Issued Date** 

8/5/2024

Expiration Date: September 30, 2025

RETAIL ESTABLISHMENT 501 TO 2000 SQ FT

Comments:

GIFTS, CURIOS

Restrictions:

SHELL WAREHOUSE 201 FRONT ST #107

KEY WEST, FL 33040

This document must be prominently displayed.

TROPICAL SHELL AND GIFTS INC

# CITY OF KEY WEST, FLORIDA

## **Business Tax Receipt**

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

**Business Name** 

KEY WEST AQUARIUM

**Location Addr** 

1 WHITEHEAD ST

Lic NBR/Class

3683

**PUBLIC SERVICES** 

**Issued Date** 

8/5/2024

Expiration Date: September 30, 2025

THEATER MUSEUM OR OTHER ENTERTAINMENT ESTABLISHMENT

Comments:

Restrictions:

**KEY WEST AQUARIUM** 201 FRONT ST #107

KEY WEST, FL 33040

This document must be prominently displayed.

TROPICAL SHELL AND GIFTS INC

RECEIPT# 45110-1477

Business Name: KEY WEST AQUARIUM TROPICAL SHELL &

GIFTS INC

Owner Name: Mailing Address:

SWIFT ED MGR

P O BOX 1237

KEY WEST, FL 33041

1 WHITEHEAD ST Business Location: KEY WEST, FL 33040

Business Phone:

Business Type:

PERMANENT EXHIBIT (PERMANENT EXHIBIT

AQUARIUM)

0

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
225.00	0.00	225.00	0.00	0.00	0.00	225.00

Paid 114-23-00007385 08/05/2024 225.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector PO Box 1129, Key West, FL 33041 THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY

PLANNING, ZONING AND

**LICENSING** REQUIREMENTS.

### MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2025

Business Name: KEY WEST AQUARIUM TROPICAL SHELL & RECEIPT# 45110-1477

KEY WEST, FL 33041

**GIFTS INC** 

1 WHITEHEAD ST Business Location: KEY WEST, FL 33040

Owner Name: SWIFT ED MGR Mailing Address:

Business Phone:

P O BOX 1237

Business Type:

PERMANENT EXHIBIT (PERMANENT EXHIBIT

AQUARIUM)

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
225.00	0.00	225.00	0.00	0.00	0.00	225.00

RECEIPT# 48210-50366

Business Name: SHELL WAREHOUSE

1 WHITEHEAD ST

Owner Name:

TROPICAL SHELL & GIFTS

Business Location: KEY WEST, FL 33040

Mailing Address:

SWIFT ED

Business Phone:

PO BOX 1237 Business Type: KEY WEST, FL 33041

RETAIL SALES (RETAIL SALES GIFTS)

**Employees** 

7

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
60.00	0.00	60.00	0.00	0.00	0.00	60.00

Paid 114-23-00007385 08/05/2024 60.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING, ZONING AND

LICENSING REQUIREMENTS.

#### MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2025

Business Name: SHELL WAREHOUSE

RECEIPT# 48210-50366

1 WHITEHEAD ST

Owner Name: TROPICAL SHELL & GIFTS

Business Location: KEY WEST, FL 33040

Mailing Address:

Business Phone:

SWIFT ED

Business Type:

RETAIL SALES (RETAIL SALES GIFTS)

PO BOX 1237 KEY WEST, FL 33041

**Employees** 

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
60.00	0.00	60.00	0.00	0.00	0.00	60.00

RECEIPT# 45110-1477

Business Name: KEY WEST AQUARIUM TROPICAL SHELL &

KEY WEST, FL 33041

GIFTS INC

Owner Name: Mailing Address:

SWIFT ED MGR

P O BOX 1237

Business Location:

1 WHITEHEAD ST

KEY WEST, FL 33040

Business Phone: Business Type:

PERMANENT EXHIBIT (PERMANENT EXHIBIT

AQUARIUM)

0

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
225.00	0.00	225.00	0.00	0.00	0.00	225.00

Paid 114-23-00007385 08/05/2024 225.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING, ZONING AND

LICENSING REQUIREMENTS.

#### MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2025

Business Name: KEY WEST AQUARIUM TROPICAL SHELL &

RECEIPT# 45110-1477

1 WHITEHEAD ST

**GIFTS INC** 

Business Location: KEY WEST, FL 33040

Owner Name: SWIFT ED MGR Mailing Address:

**Business Phone:** 

P O BOX 1237

KEY WEST, FL 33041

Business Type:

PERMANENT EXHIBIT (PERMANENT EXHIBIT

AQUARIUM)

225.00					
225.00 0.00	225.00	0.00	0.00	0.00	225.00

RECEIPT# 45110-83475

Business Name: FLAGLER STATION CONCH TOUR TRAIN

Owner Name:

**GERALD MOSHER** 

Mailing Address:

PO BOX 1237

KEY WEST, FL 33041

901 CAROLINE ST

Business Location: KEY WEST, FL 33040

Business Phone:

305-294-3225

Business Type:

PERMANENT EXHIBIT (MUSEUM)

5

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
225.00	0.00	225.00	0.00	0.00	0.00	225.00

Paid 120-23-00007850 09/24/2024 225.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING, ZONING AND LICENSING REQUIREMENTS.

### MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2025

Business Name: FLAGLER STATION CONCH TOUR TRAIN INC RECEIPT # 45110-83475

901 CAROLINE ST

Business Location: KEY WEST, FL 33040

Owner Name: Mailing Address:

**GERALD MOSHER** 

Business Phone:

305-294-3225

PO BOX 1237

KEY WEST, FL 33041

PERMANENT EXHIBIT (MUSEUM) Business Type:

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
225.00	0.00	225.00	0.00	0.00	0.00	225.00

RECEIPT# 48210-83474

Business Name: FLAGLER STATION CONCH TOUR TRAIN

INC

Owner Name:

**GERALD MOSHER** 

Mailing Address:

PO BOX 1237

KEY WEST, FL 33041

Business Location:

901 CAROLINE ST

KEY WEST, FL 33040

Business Phone: Business Type:

305-294-3225

RETAIL SALES (RETAIL TICKET SALES)

**Employees** 

5

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	30.00	0.00	0.00	0.00	30.00

Paid 120-23-00007850 09/24/2024 30.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY

PLANNING, ZONING AND

LICENSING REQUIREMENTS.

### MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2025

Business Name: FLAGLER STATION CONCH TOUR TRAIN INC RECEIPT  $\pm$  48210-83474

901 CAROLINE ST

Owner Name:

Business Location: KEY WEST, FL 33040

**GERALD MOSHER** 

Business Phone:

305-294-3225

Mailing Address:

PO BOX 1237

Business Type:

RETAIL SALES (RETAIL TICKET SALES)

KEY WEST, FL 33041

**Employees** 

	Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid	
ĺ	30.00	0.00	30.00	0.00	0.00	0.00	30.00	

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License Search Licenses	Search Results	License #12	015				
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Shopping Cart	• Search Results		License No:	12015			
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Contact	12015		Туре:	PUBLIC SER			
Contactus			SubType:	THEATER MI	JSEUM OR OTHER	?	
				CORPORATI	MENT ESTABLISHN	MENT	

Status: ACTIVE Issued: 10/8/2024 License Expire: 9/30/2025 Applied: 7/26/2000

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity.
Instead, contact the city office by phone or in writing.

Please be further advised that any writing received by the City is also a public record under Florida law and is subject to being released pursuant to a public records request.

Setup an Account Log In	Contractor • User Name 187	NOTICE RESTORAT	ION INC. (CJC)	<b>∨</b> Passwor	rd Logh	S Exmander
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Contact Contact us	11326		SubType OWNERSHII Status Issued License Expire Applied	P CORPORAT :: ACTIVE :: 10/8/2024 :: 9/30/2025	ION	

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the city office by phone or in writing.

Please be further advised that any writing received by the City is also a public record under Florida law and is subject to being released pursuant to a public records request.

## **ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

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

By:\_\_\_\_\_
Tropical Shell & Gifts, Inc. - Edwin O. Swift, III President

Sworn and subscribed before me this 9th day of May 2025.

NOTARY PUBLIC

Notary Print Name: Marion Hope Casas

My commission expires: My commission number:

## 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 RFP # 25-006 FOR Historic
	Building Rehabilitation Lease and Adaptive Use 402 Wall Street, Key West, Florida 33040
	Aka Historic Ship's Chandlery
2.	This sworn statement is submitted by Tropical Shell & Gifts, Inc.
	(name of entity submitting sworn statement) whose business address is 201 Front Street, Ste 224, Key West, Florida 33040
	and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0966923
	(If the entity has no FEIN, include the Social Security Number of the individual
	signing this sworn statement
3.	My name is Edwin O. Swift, III
	(please print name of individual signing)
	and my relationship to the entity named above is <u>President.</u>
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u> , 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

- directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

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

X 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) Edwin O. Swift, III – President Tropical Shell & Gifts, Inc.

(date) May 9, 2025

STATE OF FLORIDA)

:SS

COUNTY OF MONROE)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, <u>EDWIN O. SWIFT, III as President of TROPICAL SHELL & GIFTS, INC</u>. who, after first being sworn by me, affixed his signature in the space provided above on this <u>9<sup>th</sup> day</u> of <u>May, 2025</u>.

NOTARY PUBLIC

Notary Print Name: Marion Hope Casas

My commission expires:

My commission number:

## **CITY OF KEY WEST INDEMNIFICATION FORM**

To the fullest extent permitted by law, the Proposer expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees \*(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Proposer's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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

Proposer:	Tropical Shell & Gifts, Inc
	Address: 201 Front Street, Ste 224, Key West, Florida 33040
	Signature
	Edwin O. Swift, III Print Name
	<u>President</u> Title
DATE:	May 9, 2025

Duoross

## **EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that the firm of <u>Tropical Shell & Gifts</u>, <u>Inc.</u> provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By:\_

Edwin O. Swift, III – President

Sworn and subscribed before me this 9th day of May 2025

NOTARY PUBLIC

Notary Print Name: Marion Hope Casas

My commission expires:

My commission number:

#### **CONE OF SILENCE AFFIDAVIT**

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of <u>Tropical Shell & Gifts, Inc.</u> have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By:

Tropical Shell & Gifts, Inc. - Edwin O. Swift, III President

Sworn and subscribed before me this 9th day of May 2025

NOTARY PUBLIC

Notary Print Name: Marion Hope Casas

My commission expires:

My commission number:

## NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

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

By:\_\_\_\_\_\_\_Tropical Shell & Gifts, Inc. – Edwin O. Swift, III President

The state of the s

Sworn and subscribed before me this 9th day of May 2025

NOTARY PUBLIC

Notary Print Name: Marion Hope Casas

My commission expires: My commission number:

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

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

- Principle address as registered with the FL Department of State located within 30 miles of a. 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.
- Maintains a workforce of at least 50 percent of its employees from the city or within 30 b. miles of its boundaries.
- Having paid all current license taxes and any other fees due the city at least 24 hours C. prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Code of Ordinances Section 2-798
  - Qualifies as a local vendor pursuant to Code od Ordinances Section 2-798

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

Business Name: Tropical Shell & Gifts, Inc.	Phone: (305) 294-4142	
Current Local Address: <u>201 Front Street</u> , <u>Ste. 224</u> , <u>Key Wes</u> (P.O Box numbers may not be used to establish status)	<u>t, Florida 33040</u> Fax: <u>n/a</u>	
Length of time at this address 28 years	-	
Signature of Authorized Representative	<u>May 9, 2025</u> Date	_

Edwin O. Swift, III - President

## STATE OF FLORIDA)

:SS

COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this  $9^{th}$  day of May 2025.

The state of the s		
Бу	Tropical Shell & Gifts, Inc.	
Edwin O. Swift, III – President		
	Name of corporation acknowledging)	
(X) who is personally known to me, ( ) or has pro	oduced	
identification (type of identification)		_as

NOTARY PUBLIC

Notary Print Name: Marion Hope Casas

My commission expires: My commission number:

MARION HOPE CASAS Commission # HH 506768 Expires July 21, 2028

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

## THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

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

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

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

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

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



Signature of Authorized Representative Date
Edwin O. Swift, III – President

STATE OF FLORIDA)

:SS

COUNTY OF MONROE)

Tropical Shell & Gifts, Inc.

PERSONALLY APPEARED BEFORE ME, the undersigned authority, <u>EDWIN O. SWIFT</u>, <u>III as President of TROPICAL SHELL & GIFTS</u>, <u>INC</u>. who, after first being sworn by me, affixed his signature in the space provided above on this <u>9<sup>th</sup> day</u> of <u>May. 2025</u>.

NOTARY PUBLIC

Notary Print Name: Marion Hope Casas

My commission expires:

My commission number:

## AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Entity/Vendor Name: <u>Tropical Shell &amp; Gifts, Inc.</u>		
Vendor FEIN: <u>59-0966923</u>		
Vendor's Authorized Representative: Edwin O. Sv	vift III - President	
Address: 201 Front Street, Ste 224	(Name and Title)	
City: Key West State: Florida	7' 22242	
Phone Number: (305) 294- 4142	Zip: <u>33040</u>	
Email Address: <u>eswift@historictours.com</u>		

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

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

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

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

ertified By: <u>Edwin O. Swift, III - President</u> , who is authorized to sign on behalf of the aboreferenced company.	ove
uthorized Signature:	
rint Name: Edwin O. Swift, III	
tle: President	

## <u>VENDOR CERTIFICATION REGARDING</u> <u>SCRUTINIZED COMPANIES LISTS</u>

Vendor FEIN: 59-0966923

Vendor's Authorized Representative Name and Title: <u>Edwin O. Swift, III as President</u>

Address: 201 Front Street, Ste 224, Key West, Florida 33040

Phone Number: (305) 294-4142

Email Address: <a href="mailto:eswift@historictours.com">eswift@historictours.com</a>

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: <u>Edwin O. Swift, III as President of Tropical Shell & Gifts, Inc.</u> who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

# EXHIBIT "A" MINIMUM INSURANCE REQUIREMENTS INSURANCE REQUIREMENTS

## 1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, the Contractor 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 Contractor's Liability policies with the exception of the Contractor'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 Contractor 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 Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor 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 Contractor's performance bond, letter of credit, or other security acceptable to the City).

- 1.06 The Contractor 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.
- 1.07 The Contractor 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 Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor 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 Contractor 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 Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor 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.

- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.
- 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 Contractor 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 Contractor 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 Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility

Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

## 2.0 <u>SPECIFIC INSURANCE COVERAGES AND LIMITS</u>:

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor 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 Employer's Liability Florida Statutory Requirements \$1,000,000.00 Limit Each Accident \$1,000,000.00 Limit Disease Aggregate \$1,000,000.00 Limit Disease Each

#### Employee

If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor'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 <u>not</u> apply to firms engaged in construction activities.

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

Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury &

\$1,000,000.00 Combined Single Limit each

Property Damage Liability

Occurrence and Aggregate

Completed Operations Liability Coverage shall be maintained by the Contractor 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 Contractor 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:

**Bodily Injury** 

\$1,000,000.00 Limit Each Accident

Property Damage Liability

\$1,000,000.00 Limit Each Accident

or

**Bodily Injury &** 

Property Damage Liability

\$1,000,000.00 Combined Single Limit Each Accident

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