

CITY OF KEY WEST



REQUEST FOR PROPOSALS

RFP # 24-004

FOR

BAHAMA VILLAGE GOOMBAY FESTIVAL PRODUCTION SERVICES

Mayor: Teri Johnston

Commissioners:

Mary Lou Hoover
Clayton Lopez
Jimmy Weekley

Sam Kaufman
Billy Wardlow
Lissette Carey



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

Solicitation Data

Request Number: RFP 24-004

Title: Bahama Village Goombay Festival Production Services

Description: The City of Key West is requesting proposals from experienced and qualified individuals or firms to promote and manage the Bahama Village Goombay Festival.

Contact: Jessica Durocher, Central Purchasing Agent
Phone: (305) 809-3823
Email: jdurocher@cityofkeywest-fl.gov

Issue Date: May 2, 2024

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

Clarification Submittal Deadline: May 10, 2024, 3 P.M. LOCAL TIME

Clarification Responses Due: May 13, 2024, 3 P.M. LOCAL TIME

Responses Deadline Date: May 23, 2024, 3 P.M. LOCAL TIME

Estimated Award Date: June 6, 2024

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City of Key West

Request for Proposals

Bahama Village Goombay Festival Production Services

RFP No. 24-004

NOTICE: Pursuant to Sec. 2-770 of the City's Code of Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be received until **3:00 P.M. on May 23rd, 2024**. The submittals shall be clearly marked **"RFP No. 24-004 – Bahama Village Goombay Festival Production Services"**.

All submittals shall be publicly opened and recorded on May 23rd, 2024, at 3:00 P.M. Late submittals shall not be accepted or considered.**

Please submit one (1) original and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside "SEALED PROPOSAL FOR RFP No. 24-004 BAHAMA VILLAGE GOOMBAY FESTIVAL PRODUCTION SERVICES" addressed and delivered to the City Clerk at the address noted above.

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

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

PROJECT OVERVIEW

By way of this RFP, the City is soliciting Proposals from individuals or business entities qualified to perform the services of promoting and managing the Bahama Village Goombay Festival. Such efforts should result in a Proposal that appeals to both residents and visitors and encourages all to visit the Goombay Celebration. Through the process described herein, persons and/or business entities interested in assisting the City with the provision of the Services must prepare and submit a Proposal in accordance with the procedure and schedule in this RFP. The City will review submittals only from those persons and/or business entities that submit a Proposal that includes all the information required to be included as described herein (in the sole judgment of the City).

The City intends to use the Proposals submitted in response to this RFP to rank order the Proposers according to the most qualified Proposal and to then initiate contract negotiations with the top ranked Proposer. The City, on an as needed basis, may periodically issue additional specific projects and assignments to the selected Proposer. The selected Proposer shall demonstrate specific experience and capabilities and must have personnel qualified through education and/or experience.

All inquiries must reference **RFP No. 24-004 – Bahama Village Goombay Festival Production Services** in the subject line and should be directed to the following email at jdurocher@cityofkeywest-fl.gov. No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

The City's tentative schedule for this Invitation for Bid is as follows:

Cut-off Date for Questions:	May 13, 2024, at 3:00 P.M.
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Deadline for Submittals and Opening of Bids:	May 23, 2024, at 3:00 P.M.
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The City reserves the right to delay or modify scheduled dates and will notify Bidders of all changes in scheduled dates.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

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

Finance-Division

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

Departments

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

Authorized Representative

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

(ii) You/Your

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

Proposer/Contractor/Submitter

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

Successful Proposer/ Contractor/Submitter

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

(iii) Proposals/ Submittals

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

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for

receipt of submittals. Questions from potential and/or actual respondents regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page.

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

(i) Written Addenda

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

1.3 COST OF PREPARATION

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

1.4 EXAMINATION OF DOCUMENTS

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

1.5 PUBLIC RECORDS

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

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City

in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT

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

1.8 GOVERNMENTAL RESTRICTIONS

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

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

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

(ii) Interviews

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

(iii) Request for Modifications

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

(iv) Bid Acknowledgment

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

(v) Acceptance/Rejection/Modification To Submittals

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

submittal.

(vi) Submittals Binding

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

(vii) Alternate Proposals/ Statement/ Proposals

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

(viii) Economy of Preparation

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

(ix) Proprietary Information

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

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

1.10 COMPLIANCE WITH ORDERS AND LAWS

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

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

Occupational, Safety and Health Act (OSHA)

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

Environment Protection Agency (EPA)

Uniform Commercial Code (FL Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

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

U.S. Department of Transportation

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

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

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

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

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-773 Cone of Silence, 2-289 Conflict of Interest and 4.10 Disclosure of Financial Interest by Officers and Employees are applicable to this transaction.

The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFP between the Mayor, Commission members and any member of the Mayor and Commission's professional staff;
- (3) Any communication regarding this RFP between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFP between the Mayor, Commission members and any member of the selection committee therefore;
- (5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Commission.

Pursuant to Section 2-773 (d)(2), the Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation. Or, at the deadline for submission of responses to the solicitation, if only one vendor has responded.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-proposal meetings and/or conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Commission during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFP, or proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFP, or proposal, provided the communication is limited strictly to matters of

- process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of respondents/Respondents regarding a particular proposal/Proposal during the time period between the opening of proposals and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFP;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, Proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular Proposer or Respondent shall render the RFP award or proposal award to said Proposer or Respondent voidable by the City Commission and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Key West evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

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

of the Contract.

1.14 ASSIGNMENT

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

1.15 PROPERTY

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

1.16 TERMINATION FOR DEFAULT

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

1.17 TERMINATION FOR CONVENIENCE

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

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided

by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

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

1.21 GOVERNING LAW AND VENUE

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

1.22 ATTORNEY FEES

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

1.23 NO PARTNERSHIP OR JOINT VENTURE

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

1.24 TERMS AND CONDITIONS OF AGREEMENT

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

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers,

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

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

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

**1.25 EQUAL BENEFITS FOR DOMESTIC
PARTNERS FOR PROCURED PROJECTS**

Awarded Proposer will be required to comply with Ordinance Sec 2-799 –Provide Equal Benefits for Domestic Partners.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

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

END OF SECTION 1

SECTION 2

SPECIAL CONDITION

2.1 PURPOSE

The City of Key West is soliciting Request for Proposals from qualified, experienced, professional individuals or business entities to promote and manage the Bahama Village Goombay Festival.

2.2 QUALIFICATIONS / EXPERIENCE OF PROPOSERS

All individuals and/or business entities that submit a Proposal shall meet, but not be limited to, the following minimum qualifications:

- 2.2.1** Proposers shall be engaged in the business of providing the services as described herein. Proposers shall have a record of performance preceding this Request for Proposals and shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. Additionally, there shall not be any pending criminal charges against the individual/s or business entities.
- 2.2.2** Proposers shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.
- 2.2.3** Proposers shall have at least two (2) supporting professional references. Supporting references should include company name, contact person, telephone number and email address. The City reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance. It is the responsibility of the Proposer to ascertain that the contact person will be responsive.
- 2.2.4** Proposers shall comply with the Professional Liability insurance requirements as applicable for the type of work described in this RFP.

Proposers shall satisfy each of the requirements cited below. Each of these minimum requirements must be addressed in detail in its submittal to determine Proposer's responsiveness. Failure to meet each of the following requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the

submittal being deemed non-responsive.

2.3 LICENSING

Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Successful respondent must provide a copy of their occupational/business license and State registration within ten (10) days of the notice of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.4 EXECUTION AND TERM OF CONTRACT

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

The initial contract resulting from this solicitation shall prevail for a three (3) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for one (1) additional two (2) year period for a maximum total of five (5) years. The Awarded Proposer(s) shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s).

This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2.5 PROPOSAL FORMAT AND SIGNATURES

To receive consideration, the Proposal must be submitted as provided by the City. This Request for Proposals must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be

initialed. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

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

2.6 METHOD OF AWARD

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

The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

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

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

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

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

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

PHASE I – EVALUATION

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

Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories listed below. The points awarded for each Category will be totaled, ranked, and tabulated to determine the top ranked individual/business entity to provide the City Commission. Should the number of Proposers exceed three (3), the Selection Committee will provide the City Commission with a ranking of the "shortlisted" individuals/business entities.

PHASE II – SELECTION

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

Upon approval of the City Commission, a contract shall be awarded to one or more Proposer selected as the most responsible, responsive Proposer meeting all selection criteria. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Key West reserves the right not to award or to reject Proposals from vendors that are currently in litigation with the City of Key West or as a result of any prior lawsuit with the City of Key West.

EVALUATION CATEGORIES — PHASE I & II

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

Category		Points
1.	Proposer's qualifications, experience, and past performance.	35
2.	Proposer's approach to providing the services requested in this solicitation.	35
3.	Proposer's professional references.	15
4.	Proposer's knowledge and familiarity with the City of Key West and the Bahama Village Goombay Festival.	15
Total Points Possible		100

2.7 DUE DATE

All Proposals are due no later than **May 23rd, 2024 at 3:00 P.M. EST**. All Proposals received will be publicly opened on the date and the time specified. All Proposals received after that time shall be returned unopened.

Submittals must include qualifications, experience, and other pertinent information for consideration, as indicated in this Request for Proposals. Any proposals received after the due date and time specified will not be considered.

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

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

2.8 INSURANCE REQUIREMENTS

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

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance

provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

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

2.9 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Proposal. Any exceptions to these Sections may be cause the Proposal to be considered non-responsive.

2.10 COMPLETE PROJECT REQUIRED

The work to be performed under any contract resulting from this Request for Proposals shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the contract in strict accordance with the contract documents. The work shall be complete, and all work, materials, and services not expressly shown or as called for in the contract documents which may be necessary for the complete and proper completion of the work in good faith shall be performed, furnished, and installed by the Awarded Proposer as though originally so specified or shown, at no increase in cost to the City.

2.11 INQUIRIES

Any questions regarding this Bid shall be directed in writing to the Procurement Contact via email at jdurocher@cityofkeywest-fl.gov. All inquiries must have in the subject line the following: **RFP No. 24-004 – Bahama Village Goombay Festival Production Services**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email **on or before 3:00 P.M. on May 10, 2024**. The person or business entity submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposer on Demand Star, also available via link on the City's website.

2.12 ATTACHED FORMS

2.12.1 Anti-kickback Affidavit

2.12.2 Non-Collusion Affidavit

2.12.3 Sworn Statement Pursuant to Section 287.133(3)(A), on Public Entity Crimes

- 2.12.4 Equal Benefits for Domestic Partners Affidavit
- 2.12.5 Cone of Silence Affidavit
- 2.12.6 Vendor Certification Regarding Scrutinized Companies Lists
- 2.12.7 Indemnification Form
- 2.12.8 Special Events Application (Attachment Provided Separate to Bid Document)

The above referenced forms are included in 'Affidavits/Certifications' at Section 4 of this solicitation. Please ensure that you read these forms, and all others contained within Section 4 thoroughly, and return them signed and notarized where required. Bids received with incomplete forms may be deemed unresponsive.

2.13 VERIFICATION OF INFORMATION

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

2.14 GOODS/ SERVICES MAY BE ADDED OR DELETED

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

2.15 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

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

2.15.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract

upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.16 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City.

2.17 REFERENCES

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

END OF SECTION 2

SECTION 3

SCOPE OF SERVICES

3.1 BACKGROUND

The Bahama Village Goombay Festival started 46 years ago in Key West's historic Bahama Village neighborhood. The festival's origins are largely credited to a group called the Neighborhood Improvement Association and began as a precursor event to Key West's Fantasy Fest celebration. The festival has changed over the years but to this day remains a celebration of Bahamian culture, mouth-watering food, and live music. The lively festival is centered on Petronia Street in the heart of Key West's historic Bahama Village neighborhood and often features parades complete with junkanoos and costumed marchers. The Goombay Festival is filled with island themed arts and crafts, as well as food, music, and games. The food typically includes conch fritters and salad, fried fish, black beans and rice, key lime pie and other items associated with island, Bahamian roots. The festival's music highlights include a main entertainment stage where everything from popular, gospel, to calypso can be heard from several local musicians and artists as well as others from the Bahamas and all throughout Florida.

3.2 HOURS OF OPERATION

The Bahama Village Goombay Festival is a two-day event that kicks off with opening ceremonies on a Friday night and is typically scheduled the weekend before Fantasy Fest in the month of October. The City reserves the right to modify the dates, days, and/or times for the festival and shall provide Concessionaire with a minimum of three (3) months' written notice of the new dates, days, and/or times as coordinated and agreed by both parties. The typical hours of operation for the festival carnival rides are as follows:

- Friday from noon to midnight
- Saturday from noon to midnight

3.3 FEE

The Proposer shall provide a per event (Friday and Saturday) lump-sum fee in the amount of \$10,000 for Year 1, \$15,000 for Year 2, and \$20,000 for Year 3, that the individual or business entity will pay to the City for the use of the City Right-of-Way space on City property. This lump-sum fee includes the support of City Police and Fire. The lump sum fee for Years 4 and 5 will be negotiated at the time of exercising the renewal option.

3.4 SCOPE OF SERVICES

The City is soliciting Proposals from individuals or business entities qualified to perform the services of promoting and managing the Bahama Village Goombay Festival. Such efforts should result in a Proposal that appeals to both residents and visitors and encourages all to visit the Goombay Celebration.

It is the City's desire to secure the services of a Proposer(s) who can provide quality service in the following areas of need:

- Develop, promote, and manage every aspect of the two-day Bahama Village Goombay Festival, to include food, beverage, and retail vendor booth coordination.
- Manage and program the scheduled musicians' concerts so as to minimize impact on other music being presented in the area.
- Handle all operational and administrative matters including, but not limited to, hiring musicians and sound technicians, making prompt payments to all personnel involved and producing promotional materials and advertisements.
- Monitor and control sound levels in communication with the City.
- Secure all permits, applications, and comply with all ordinances, policies, procedures, etc. relevant to use of the City Right of Way.
- Promote and advertise the festival through the internet, newspapers, radio, posters and/or flyers.
- Raise other funding and secure in-kind contributions as required to produce the music festival.

3.5 PROJECT SPECIFICATIONS

The City desires a Proposal that contains the following elements:

- Summary of Proponent's experience in activities related to the Scope of Services;
- Proponent's plan to promote and market the Bahama Village Goombay Festival;
- Proponent's plan outlining the management of the festival, addressing the handling of potential conflicts with other events in the downtown area;
- Proponent's list detailing booth rentals to include type of food, jewelry, games, merchandise, etc.;
- Proponent's selection process and ability to obtain and promote performers. Specifics should be provided that include the type of music and examples or the details of the performer/s that the Proponent is proposing to present;
- Summary of Proponent's proposal to present music including location/venue, number of and duration of concerts, neighborhood and business outreach, marketing and budget details;

- Proponent's detailed budget to include administrative fees, performing artist fees, technical/technical fees, equipment rental fees, other income sources, etc. The budget should also include the per event lump-sum cost to the City of Key West for the services provided by the City to include Police, Fire, and the use of the City Right-of-Way for the event;
- Proponent's proposed schedule of events/entertainment schedule.

3.6 CONTRACT CHANGES

The City reserves the right to delete, add, or revise items and services under this RFP at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items added or revised must be mutually agreed upon in writing by the awarded Proposer and the City Manager or his/her designee.

3.7 PROPOSAL SUBMITTAL INSTRUCTIONS

3.7.1 Response Content

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

A. Cover Page - No more than one page. [included in page limit]

B. Information Page - Include project name, name of vendor submitting the response, name of contact person and contact information for the person who has authority to make representations for the applicant/business entity, including name, title, address, telephone and fax numbers and email addresses. [included in page limit]

C. Background - Details on the qualifications of the applicant/business entity, including documentation of the applicants' experience with similar work. [included in page limit]

D. Qualifications and Experience - Provide details on the qualifications including education, experience and specialized knowledge and expertise. Describe relevant past experience. [included in page limit]

E. References - Provide two professional references including client name, contact personnel, address, phone number, length of time you have provided services and a list of any other related services provided. [included in page limit]

F. Approach and Methodology

- 1.) Describe your approach/methodology to promote and market this festival.
- 2.) Describe your festival management plan, include conflict resolution.
- 3.) Provide your list for the booth rentals, include type.
- 4.) Describe your selection process and ability to obtain and promote performers or provide details for those you propose to present.
- 5.) Provide your festival music summary, including venue, concert information, neighborhood and business outreach, marketing, and budget.
- 6.) Provide your detailed budget to include administrative fees, performing artist fees, technical/technical fees, equipment rental fees, other income sources, and the one-time payment for the use of City Right of Way.
- 7.) Provide your sample schedule of events and/or entertainment schedule.

F. Knowledge of Key West – Give a brief description of your familiarity with both Key West and the City of Key West’s Bahama Village Goombay Festival.

G. Sworn Statements, Affidavits & Special Event Application – The Proposer shall have signed and returned all forms attached herein as Section 4 (Anti-Kickback, Non-Collusion, Public Entities Crimes, Equal Benefits for Domestic Partners, Cone of Silence, Scrutinized Companies List, Indemnification, Special Events Application).

3.8 F.O.B. POINT

Services provided under this contract shall be F.O.B. destination. All costs for transporting equipment, material and/or labor shall be borne by the awarded proposer.

3.9 CONTRACT CANCELLATION

The City of Key West reserves the right to cancel this contract for any reason without cause upon thirty

(30) days written notice to Awarded proposer, and Awarded proposer reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred and twenty (120) days written notice to the City Manager. In the case of cancellation by the Awarded proposer, reparations must be paid to the City in the amount of 50% of the contract amount.

3.10 SUB-CONTRACTING

Neither party to the Contract shall assign the Contract or subcontract it as a whole or in part thereof without the written consent of the other, nor shall the Proposer assign any monies due or to become due to him hereunder, without the previous written consent of the contracting City Manager.

END OF SECTION 3

SECTION 4

AFFIDAVITS AND CERTIFICATIONS

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

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS.

LIST OF ATTACHED FORMS:

1. Anti-kickback Affidavit
2. Non-Collusion Affidavit
3. Sworn Statement Pursuant to Section 287.133(3)(A), on Public Entity Crimes
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence Affidavit
6. Vendor Certification Regarding Scrutinized Companies Lists
7. Indemnification Form
8. Special Events Application

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 to (or affirmed) and subscribed before me by means of [___] physical presence or [___] online notarization, this day of, 20____, by _____.

(Signature of Notary Public- State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

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 to (or affirmed) and subscribed before me by means of [___] physical presence or [___] online notarization, this day of, 20____, by_____.

(Signature of Notary Public- State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced_____

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

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

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

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

whose business address is: _____

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

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

and my relationship to the entity named above is: _____

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

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative

Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [___] physical presence or [___] online notarization, this day of, 20____, by _____.

(Signature of Notary Public- State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn to (or affirmed) and subscribed before me by means of [___] physical presence or [___] online notarization, this day of, 20____, by _____.

(Signature of Notary Public- State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CONE OF SILENCE AFFIDAVIT

Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)

STATE OF _____)

: SS

COUNTY OF _____)

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

By: _____

Sworn to (or affirmed) and subscribed before me by means of [___] physical presence or [___] online notarization, this day of, 20____, by _____.

(Signature of Notary Public- State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Sec. 2-773. Cone of Silence.

- a. Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- (1) Competitive solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
 - (2) Cone of silence means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
 - (3) Evaluation or selection committee means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
 - (4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
 - (5) Vendor's representative means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- b. Prohibited communications. A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
 - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee; therefore, and
 - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee, therefore.
- c. Permitted communications. Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
 - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation. (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk. (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
 - (3) Oral communications at duly noticed pre-bid conferences;
 - (4) Oral presentations before publicly noticed evaluation and/or selection committees;
 - (5) Contract discussions during any duly noticed public meeting;
 - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;

- (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
- (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
- d. Procedure.
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation or takes other action which ends the competitive solicitation.
- (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
- e. Violations/penalties and procedures.
- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
- (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2- 834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section. (Ord. No. 13-11, § 1, 6-18-2013)

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: _____.

CITY OF KEY WEST INDEMNIFICATION FORM

PROPOSER agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all

its Departments, Agencies, Boards, Commissions, officers, City's Consultant, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the PROPOSER, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The PROPOSER agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes. PROPOSER understands and agrees that any and all liabilities regarding the use of any subcontractor for services related to this agreement shall be borne solely by the PROPOSER. Ten dollars of the consideration paid by the City is acknowledged by PROPOSER as separate, good and sufficient consideration for this indemnification. This indemnification shall be interpreted to comply with Section 725.06 and 725.08, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, PROPOSER shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate PROPOSER to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by PROPOSER, or persons employed or utilized by PROPOSER.

The PROPOSER's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the PROPOSER's limit of or lack of sufficient insurance protection.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

COMPANY SEAL

PROPOSER: _____

Address

Signature

Print Name

Date

Title

NOTARY FOR THE PROPOSER

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means [___] physical presence or [___] online notarization, this day of, 20____, by_____.

(Signature of Notary Public- State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced_____

END OF SECTION 4

EXHIBIT "A"

MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$1,000,000

Coverage / Endorsements Required

City of Key West included as an additional insured Primary Insurance
Clause Endorsement Waiver of Subrogation in favor of City
Sexual Abuse and Molestation Premises and Operations Liability

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

Limits of Liability

Bodily Injury and Property Damage Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos Including Hired and Non-Owned Autos	
Any One Accident	\$1,000,000

Coverage / Endorsement Required

Employees are covered as insureds
City of Key West included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers' Liability Limits:

\$100,000 for bodily injury caused by an accident, each accident
\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer’s Liability.

V. Professional Liability/Errors & Omissions

Limits of Liability

Each Claim	\$2,000,000
Policy Aggregate	\$2,000,000

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

VI. Accident Medical/Participant Legal Liability \$25,000 Limit/Excess

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Key West with 30 days’ written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Key West, Florida
1300 White Street
Key West, FL 33040

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida and must be rated no less than “A-” as to management, and no less than “Class VII” as to financial strength, by the latest edition of AM Best’s Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Key West Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor’s interests or liabilities but are merely minimums.