

# A Proposal for City Of Key West Private Security Services RFP #25-013

Submitted by; Florida Keys Security, LLC

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### **I. Executive Summary**

Florida Keys Security started in 2019 in Key West Florida, providing private security services throughout the City of Key West. We currently have the City of Key West Security contract temporarily. Which includes Garrison Bight Marina, Key West Bight Marina and the Ferry Terminal. The company's core values are effectiveness and commitment. Florida Keys Security fulfills the tasks assigned and performs at the highest level of excellence while behaving ethically and responsibly towards its clients and environment. We prioritize quality over quantity, employing well-trained and uniformed guards, unlike many competitors who use minimally screened personnel. Our strategy focuses on risk management with a proactive approach. Attracting skilled members is essential for delivering professional services. Hence, we only recruit and hire qualified employees who adhere to our core values. Florida Keys Security always strives to provide excellent customer service and security services to its clients and their customers.

### **A. Business Structure**

Florida Keys Security, LLC is registered with the state of Florida. (EIN# 83-1953788)

B27 9th Ave

Key West FI 33040

Telephone: 305-587-0104

Contact Person; Joel Dorta Conde Email: Joeldortaconde@yahoo.com

### **B. Executive and Key Personnel Biographies**

### Joel Dorta Conde; Owner/Manager of Florida Keys Security

Joel Dorta Conde, the owner and operator of Florida Keys Security, was raised and lives in Key West. Mr. Conde has been in the security business for 12 years. Mr. Conde personally oversaw the implementation and the day-to-day operations of the City of Key West port operations contract in 2014. Implementation included working shifts at Key West Bight, Garrison Bight Marina, The Ferry Terminal as well as the outer mole and Mallory square during cruise ship season. Mr. Conde also has contracts with all three Hyatt Residences on the island, Las Salinas Condominium, A&B Marina. In the past I have provided security services for the super boat power races, Hyatt Centric Resort & Spa, as well as CVS on Truman Avenue. Mr. Conde also has experience in hiring, scheduling, payroll etc. He also excels in strategizing new projects and creating teams to solve problems. Mr. Conde Is fluent in both English and Spanish.

Mr. Conde has been a homeowner here in Key West Florida since 2019. Mr. Conde has lived in Key West since 1999 consecutively.

### Alexia Delvalle; Assistant

Alexia is the assistant of Joel Dorta Conde, she helps him run the business with day-to-day operations. She has been his assistant since he has owned the business. She assists in doing the timecards, payroll, hiring new employees etc. She is additionally qualified with a Class D Security License as well as a TWIC card to assist with any required security coverage. She as well is fluent in English & Spanish.

### Joel Dorta Conde holds the following security licenses.

- Security Agency Management License # MB 1800241
- Armed Security Officers License # G 3304748
- Security officers License # D 1406870
- Class B Security Agency License # B 1800289

### II. Experience and Qualifications

Florida Keys Security, LLC owner/manager, has 12 years of experience in providing security services and fulfilled the requirements of the contract for the City of Key West. From 2014 – 2019 Joel Dorta Conde was the general operations manager for Ralons security which provided security services for the City of Key West. From 2019 – 2021 Florida Keys Security held the City contract with Joel also being the manager. In that time, we showed that we could continue to provide all security services relating to this contract as we successfully dealt with it all in day-to-day operations and major incidents, while fulfilling all requests from the Port Operations Staff. We provided the personnel to meet all scheduling needs, even on short notice. We take pride in all we did, and we would appreciate the opportunity to once again develop well-trained teams to manage all the requests from the City and Port Operations. Joel also has a strong bond with the Key West Police Department Marine Unit, which overseas the Key West Ferry Terminal.

Florida Keys Security is currently helping the City of Key West with temporary Security Services. Joel the owner/manager is always on call 24/7 for any emergencies or any incidents that may occur. He also personally works shifts if needed.

All employees who work at the marinas will keep TWIC cards, CPR/First Aid Certifications as well as training in patrol techniques and in Section 33 CFR 105 on Maritime Security under the Coast Guard, Department of Homeland Security.

For Florida Keys Security Employees:

Florida Keys Security utilizes WhenIWork.

WhenIWork now offers HR capabilities including:

- Time and attendance
- Talent management
- Payroll

With WhenlWork there are also self-service tools for employees and managers:

- Access paychecks
- W-2's
- Timecards
- Initiative-taking compliance and regulatory alerts

### III. Approach to Scope of Work

As a result of keeping clients in the City of Key West, we believe that we have a complete understanding of the needs and requirements of this contract. We have experienced emergencies, natural disasters, encounters with trespassers and through it all we have provided quality customer service to all who live, visit, and work in Key West.

We are experienced in patrolling the marinas and the Ferry Terminal on foot, protecting the perimeter, removing trespassers, and handling overnight arrivals. The security officers will maintain a logbook of day-to-day activities for all incidents. In addition, the security officers will go through a nightly dock check list which ensures that each authorized vessel is in the correct slip. The officers are also provided with a smartphone for use with Proxiguard system. Proxiguard is a reporting program that allows security officers to provide pictures, videos and reports in real time. The system makes patrolling more efficient and creates a more reliable system of communication with the Dockmasters. The Florida Keys Security team is all trained with the system and its used at all the contracts.

Our employees are provided with company uniforms, raincoats, flashlights, and a portable first aid kit. As requested in the Proposal we will be more than happy to update our uniform to include the city logo or other city approved identifications if we are awarded this contract.

Joel Dorta Conde oversees all locations. He also oversees and trains the guards at our client's locations. He understands the importance of the tourism industry down at the City of Key West historic port. As he is familiar with everything at both Garrison Bite Marina, The City of Key West Ferry Terminal & Key West Bight Historic Port.

### A. Training

All of Florida Keys Security officers are U.S. Citizens or have a valid resident alien status. All Florida Keys Security employees keep a Valid State of Florida Class D Security License and keep valid Transportation Workers Identification Cards (TWIC). Florida Keys Security employees are literate in the English language, have a strong oral command of language.

Current and new employees, have also been trained in First Aid/CPR, and emergency safety measures. Also, they are thought proper techniques for patrolling, use of phones/radios and drafting reports in the daily log.

Since we have worked with the city previously, our security officers have a broad knowledge of necessary maritime security law. Onsite training is done to inform them of all requirements of 33 CFR 105 and we, as a company, ensure that we are following sections 105.210 and 105.215 while conducting this training.

### V. References

### Las Salinas Condominium

Florida Keys Security has a contract with Las Salinas Condominium found at 3930 S Roosevelt Blvd, Key West FL, 33040. This contract began in March 2022. We provide 450 hours unarmed security services for the property. We patrol the property on foot and help with association violations, parking violations, and enforce all HOA rules. There is a cell phone that we use at the property for all residents' needs after hours. Noise complaints, parking passes, fire alarms, water leaks etc.

**Contact: Rayshon Lyons** 

Telephone: 305-294-6020

Email: 4Lyonskw@gmail.com

**Contact: Miguel Otero** 

Telephone: 787-988-4916

Email: Keyhomes.otero@gmail.com

### **The Hyatt Windward Pointe**

Florida Keys Security has a contract with The Hyatt Windward Pointe found at 3675 S. Roosevelt Blvd, Key West Fl 33040. Joel has worked on this contract as the manager since 2014. We provide overnight security at this property. From 11:00pm – 7:00am Monday – Sunday. We help with late check-ins, noise complaints and doing hourly rounds around the property. There is a cellphone as well as this property, the number is listed in front of the hotel, so if guests have any complaints overnight, they can call security and security can help.

Contact: Adam Baraniewicz Tele

Telephone: 305-293-5040

Email: Adam.baraniewicz@vacationclub.com

### The Hyatt Beach House

Florida Keys Security has a contract with The Hyatt Beach House found at 5051 Overseas Hwy, Key West Fl 33040. Joel has worked on this contract as the manager since 2014. We provide overnight security at this property. From 11:00pm – 7:00am Monday – Sunday. We help with late check-ins, noise complaints and doing hourly rounds around the property. There is a cellphone as well as this property, the number is listed in front of the hotel, so if guests have any complaints overnight, they can call security and security can help.

Contact: Germain Valeus Telephone: 305-294-0059

Email: Germain.Valeus@Vacationclub.com



Adam Baraniewicz

Hyatt Windward Pointe 3675 South Roosevelt Blvd. Key West, FL 33040 305-293-5040 adam.baraniewicz@vacationclub.com

April 24th, 2025

To whom it may concern,

I am writing to recommend the services of Florida Keys Security. I have worked with Joel Conde for 4 years as General Manager at Hyatt Windward Pointe. Florida Keys Security is contracted to provide overnight security 7 days per week from the hours of 11PM to 7AM. I have been with Hyatt for over 21 years and I have worked with many security companies around the country. Florida Keys Security is the best security vendor I have ever worked with. Joel and team are very responsive to our needs and are very efficient with their work. Joel will always respond to any issues no matter the time of day or night. I would confidently recommend Florida Keys Security to any organization in the Keys.

If you have any further questions, please feel free to contact me.

Regards,

Adam Baraniewicz





### **CERTIFICATE OF LIABILITY INSURANCE**

JREYNOLDS1

DATE (MM/DD/YYYY) 4/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER License # 0757776 CONTACT Jeanne Reynolds HUB International Insurance Services Inc. PHONE (A/C, No, Ext): (559) 375-7305 FAX (A/C, No): 548 W Cromwell Avenue Suite 101 E-MAIL ADDRESS: jeanne.reynolds@hubinternational.com Fresno, CA 93711 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Summit Specialty Insurance Company 16889 INSURED INSURER B : NorGuard Insurance Company 31470 Florida Keys Security LLC INSURER C : 27B 9th Avenue INSURER D : Key West, FL 33040 INSURER E INSURER F: **COVERAGES CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER Α COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE CLAIMS-MADE X OCCUR SCGL005000121801 DAMAGE TO RENTED PREMISES (Ea occurrence) X 10/1/2024 10/1/2025 100,000 **Errors & Omissions** 5,000 MED EXP (Any one person) S 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 3,000,000 GENERAL AGGREGATE X | POLICY PRO-JECT 3,000,000 PRODUCTS - COMP/OP AGG OTHER **AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT (Ea accident) ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY BODILY INJURY (Per accident) HIRED AUTOS ONLY NON-OWNED PROPERTY DAMAGE (Per accident) **UMBRELLA LIAB** OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE S DED RETENTION \$ В WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE FLWC558145 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 7/1/2024 7/1/2025 1,000,000 E.L. EACH ACCIDENT 1.000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE 1.000.000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
With respect to the Commercial Liability plan referenced, Certificate Holder is included as per Endorsement # CG 20 10 04 13, Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization; CG 20 1037 07 04, Additional Insured - Owners, Lessees or Contractors - Completed Operations. 30 Day Advanced Notice of Cancellation will apply, except 10-day Notice for Non-Payment. **CERTIFICATE HOLDER CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Key West 1300 White Street Key West, FL 33040 **AUTHORIZED REPRESENTATIVE** 

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV — COMMERICAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing.	As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured.
Additional Insureds shown in a written contract, or written agreement that includes primary and non-contributing wording.	
The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.	
All other terms and conditions remain unchanged. Information required to complete this Schedule, if not sh	own above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s)	
Or Organization(s)	Location(s) Of Covered Operations
As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV – COMMERICAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing.	As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured
Additional Insureds shown in a written contract, or written agreement that includes primary and non-contributory wording	
The inclusion of one or more Additional Insured(s) under the terms of this endorsement does not increase our limits of liability.	
All other terms and conditions remain unchanged. Information required to complete this Schedule, if not show	n above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions: or
  - 2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

WILTON SIMPSON COMMISSIONER

DIVISION OF LICENSING

10/04/24 ATE ISSUED

10/20/27 DATE OF EXPIRATION

B 1800289 LICENSE NUMBER

# FLORIDA KEYS SECURITY LLO

27B 9TH AVE

KEY WEST, FL 33040

DORTA-CONDE, JOEL A, OTHER

THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.





### 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** 

FLORIDA KEYS SECURITY LLC

Location Addr

27B 9TH AVE

Lic NBR/Class

LIC2021-

000918

MISCELLANEOUS OTHER SERVICES

Issued Date

1/9/2025

Expiration Date: September 30, 2025

MISCELLANEOUS OTHER SERVICE

Comments:

MOBILE SECURITY SERVICE

Restrictions:

FLORIDA KEYS SECURITY LLC C/O JOEL DORTA CONDE 27B 9TH AVE KEY WEST, FL 33040

This document must be prominently displayed.

FLORIDA KEYS SECURITY LLC

### State of Florida Department of State

I certify from the records of this office that FLORIDA KEYS SECURITY LLC is a limited liability company organized under the laws of the State of Florida, filed on September 13, 2018.

The document number of this limited liability company is L18000218764.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on April 14, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twelfth day of May, 2025



Secretary of State

Tracking Number: 6936786081CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

### CITY OF KEY WEST



### REQUEST FOR PROPOSALS

RFP # 25-013

**FOR** 

**Private Security Services** 

Mayor: Danise Henriquez

City Manager: Brian L. Barroso

Commissioners:

Monica Haskell; District 1

District 2

Donald "Donie" Lee; District 3

Mary Lou Hoover; District 5

Samuel Kaufman;

Lissette Carey; District 4

Aaron Castillo; District 6



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

### **Solicitation Data**

Request Number: RFP 25-013

Title: Private Security Services

Description: The City of Key West is requesting proposals from firms

specializing in private security to provide unarmed security service for selected City of Key West owned and leased properties including but not limited to Key West Bight, Key West Bight Ferry Terminal, and City Marina.

Contact: Lucas Torres-Bull, Procurement Manager

Phone: (305) 809-3807

Email: <u>lucas.torresbull@cityofkeywest-fl.gov</u>

Issue Date: April 17, 2025

Mail or Deliver Responses To: City Clerk

City of Key West 1300 White Street Key West, FL 33040

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

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

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

Estimated Award Date: June 2025



### **City of Key West**

# Request for Proposals **Private Security Services RFP No. 25-013**

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

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

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

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

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

### **DRAFT AGREEMENT**

### Between

### THE CITY OF KEY WEST

**And** 

Florida Keys Security LLC

For

**PRIVATE SECURITY SERVICES** 

**Date** 

### SECTION 4 AFFIDAVITS AND CERTIFICATIONS

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

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS.

### LIST OF ATTACHED FORMS:

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

### AGREEMENT FOR PRIVATE SECURITY SERVICES

This is an Agreement between: the City of Key West and the Carolina Street Corridor and Bahama Village Community Redevelopment Agency, its successors and assigns, hereinafter referred to as the "City,"

AND

AND
FINIOU KELU SCLUNTY LLC., a corporation organized under the laws of the State of FINIOU, its successors and assigns, hereinafter referred to as the "Proposer."
The Proposer, in consideration of the unit prices to be paid by the City and of the covenants and agreements herein contained hereby agrees at their own proper cost and expense to do all the work and furnish all the materials, tools, labor, and al appliances, machinery, and appurtenances for Request for Proposal (RFP) #25-013 Private Security Services, to the extent of the proposal made by the Proposer, dated the day of day o
The Contract Documents, including the signed copy of the Proposal, Contract forms, Scope of Work and subsequent Bio Document.
WHEREAS, the City by Resolution No and accepted the bid of Proposer to provide security services to the City; and
WHEREAS, the parties agree as follows:

- Proposer shall provide unarmed security services to City of Key West owned, operated, or leased properties
  including, but not limited to Key West Bight, City Marina at Garrison Bight and the Key West Ferry Terminal, as
  described in the proposal specifications or modifications thereto contained in RFP #25-013, which is incorporated by
  reference hereto.
- 2. Proposer is an independent contractor, and at its own cost and expense, shall perform the services as authorized by purchase order issued by City, and shall provide all materials, tools, labor, appliances, machinery, vehicles, and appurtenances necessary to perform the services as described in RFP #25-013. Proposer has no authority to bind or otherwise obligate the City in any manner unless expressly permitted by this agreement. Nothing in this Agreement shall be construed to create any partnership, joint, venture, or agency relationship between the City and the Proposer.
- 3. All services shall be performed in a professional manner and form as required by all applicable Federal, State, and local rules, regulations, laws, codes, and ordinances, and in accordance with RFP #25-013.
- 4. This Agreement is for a term of three (3) years from the date this Agreement is executed by both parties. Thereafter it may be extended upon written consent of both parties for an additional two (2) year term.
- 5. The City agrees to pay to the Proposer the hourly rates, as outlined in the Proposal Form. The City will allow an annual CPI increase by adjusting the hourly rates by the average change in the U.S. Department of Commerce Consumer Price Index (CPI) for All Urban Consumers, as reported by the Bureau of Labor Statistics for the 12 months prior to the renewal date. Hourly rates for the additional two (2) year options, if exercised, will be agreed upon by both parties before the exercise of such option.

### **SIGNATURE PAGE FOR**

### AGREEMENT FOR RFP #25-013 CITY OF KEY WEST PRIVATE SECURITY SERVICES

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:
City of Key West, Florida
By: Date: City Manager
Attest:Date:
Proposer Florida Keyr Security LLC  By: Date: May 12, 2025
Print Name: Joel dorta Conde
Witness Waris Melane Date: 05/12/2025
Witness Marie Melanie Date: 05/12/2025

### ANTI-KICKBACK AFFIDAVIT

STATE OF Florida	
COUNTY OF HOMPOL	
I, the undersigned hereby duly sworn, depose and say that any employees of the City of Key West as a commission, kieme or any member of my firm or by an officer of the corpor	ckback, reward or gift, directly or indirectly by
By: Joel dorta Conde	M
Sworn and subscribed before me this 12th day of <u>lay</u>	202.5
NOTARY PUBLIC, State of Florida at Large	STATE OF FRORIDA COUNTY OF YOUT OF The foregoing instrument was acknowledged before me this 2 day of 16420
My Commission Expires: Feb. 27,2027	by <u>Toe</u> \ <u>Vortao</u> <u>Conde</u> Personally known <u>XOR</u> produced identification  Type of identification Produced  Notary Signature
	MARIUSKA SURI MY COMMISSION # HH367474 EXPIRES: February 27, 2027

### 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.

This sworn statement is submitted with Bid or Proposal for \_\_\_\_\_

1.

	RFP #005-21 City of Keywast private Security services
2.	This sworn statement is submitted by Florida Keys Security LLC (name of entity submitting sworn statement) whose business address is B2T 9H AVC, Key West FI 33040
	and (if applicable) its Federal Employer Identification Number (FEIN) is 83-19537 &8
	(If the entity has no FEIN, include the Social Security Number of the individual
	signing this sworn statement
3.	My name is
	and my relationship to the entity named above is OWNEY/MANAGEV
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

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

of guilty or nolo contendere.

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

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

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

8.	Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).	
	Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)	
	There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)	
	The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)	
STAT	The person or affiliate has not been put on the convicted vendor list. (Please described any action taken by or pending with the Department of General Services.)  (signature) $5-12-25$ (date)  TATE OF Flori da	
~		

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Soel Dorta Lovel who, after first being sworn by me, affixed his/her (name of individual signing)

signature in the space provided above on this day of Hay , 2025

My commission expires: Fub 27, 2027

MARIUSKA SURI MY COMMISSION # HH367474 EXPIRES: February 27, 2027

### 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.

MARIUSKA SURI MY COMMISSION # HH367474 EXPIRES: February 27, 2027

Proposer:	Florida Keys Sounty Libral:
	Address
	B37 9th Ave Key wart F1. 33040
	Signature
	<u>Joel</u> dolta Conde
	1 The Name
	Title
DATE:	May, 12th 2025

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

STATE OF Florida
COUNTY OF HON FOL)
I, the undersigned hereby duly sworn, depose and say that the firm of Florida KELL SCOUNTY LLC
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: Office the second of the s
Sworn and subscribed before me this 12th day of
NOTARY PUBLIC, State of Florida at Large
My Commission Expires: 2/24/2027  MARIUSKA SURI  MY COMMISSION # HH367474  EXPIRES: February 27, 2027

### **CONE OF SILENCE AFFIDAVIT**

STATE OF Florida
COUNTY OF LONY OL
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, director employees and agents representing the firm of Flouda Keys Security LLC have read and understand the limitations and procedures regarding communications concerning City Key West Code of Ordinances Sec. 2-773 Cone of Silence.
Ву:
Sworn and subscribed before me this    12th   day of   Law   20 25  .
NOTARY PUBLIC, State of Florida at Large
My Commission Expires:  MARIUSKA SURI MY COMMISSION # HH367474 EXPIRES: February 27, 2027

**NON-COLLUSION AFFIDAVIT** 

STATE OF FLORIDA	)	
		:
SS COUNTY OF MONROE		

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

By:

Sworn and subscribed before me this

day of May 2029

MARIUSKA SURI MY COMMISSION # HH367474 EXPIRES: February 27, 2027

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: February 27,2027.

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

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

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

City of Key West Purchasing

• 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. Phone: 3055870164 Business Name Fronda Kays Sacurity LLC Current Local Address: B27 9th Ave Fax: (P.O Box numbers may not be used to establish status) Length of time at this address Signature of Authorized Representative STATE OF Florida HONIBE **COUNTY OF** The foregoing instrument was acknowledged before me this Dorta Conte of HOHAQ (Name of officer or agent, title of officer or agent) Name of corporation acknowledging FLDL or has produced\_\_ as identification (type of identification) Signature of Notary Hariuska EXPIRES: February 27, 2027 Print, Type or Stamp Name of Notary Return Completed form with the completed form with Supporting documents to:

### 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.

Solution of Authorized Representative)

State of Honroe

Personally Appeared Before Me, the undersigned authority, Solution of Mono, being personally know or having produced his/her signature in the space provided above on this Marius Agrae day of Marius Representative.

Commission Expires

MARIUSKA SURI MY COMMISSION # HHS67474

EXPIRES: February 27, 2027

Stamp/Seal:

### AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT

	FOR LABOR OR SERVICES				
•	endor Name: HOVIQU KCLO OCCUVI 9 LLC				
	EIN: 80-1953788 Tall Darge Conde la Mel				
Vendor's	Authorized Representative: UCCI DOYTO COINCE OUT				
Addręss:	Bat 9th Ave (Name and Title)				
City: K	Zip: 33040				
Phone No	umber 3055870104				
Email Ad	Idress: JOE OUV tacon de alando. Com				
As a non	governmental entity executing, renewing, or extending a contract with a government entity, Vendor is required				
to provid	de an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in ace with Section 787.06, Florida Statutes.				
As define	ed 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;				
5.	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 pers	son authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion				
	or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes,				
and agree	es to abide by same.				
Certified	By: <u>Joel docta Conde</u> who is authorized to sign on behalf of				
the above	e referenced company.				
Authoriz	zed Signature:				
Print Nai	me: Joel Zorta Conde				
Title:	OWNER				

### VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Flovida Keys Stauty LLC Vendor FEIN: 83-1953-188							
Vendor's Authorized Representative Name and Title: Joe! dotta Conde Owner  Address: B27 9th Ave							
City: Keywest State: F1 Zip:33040  Phone Number: 3055870104							
Email Address: Joeld wta Conde (Dyaho) · Com							

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: Joel dost	a Conde	OWNER				
Print Na		Print Title				
who is authorized to sign on behalf of the above referenced company.						
Authorized Signature:						

### **PROPOSAL FORM**

### **PRIVATE SECURITY SERVICES**

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

Location	Unburdened Hourly Rate (\$)1	Rate In Words	Burdened Hourly Rate (\$) <sup>2</sup>	Rate In Words
Key West Bight	18.00	Eignteen	31.00	Thirty-
City Marina	18.00	Fighten	31.00	Thisty-
Key West Ferry Terminal	18.00	Eignteen	31.00	Thirty-

<sup>&</sup>lt;sup>1</sup> Direct Labor Cost <sup>2</sup> Direct Labor Cost, O/H, G&A, Profit