

REQUEST FOR PROPOSAL

For

TRUMAN WATERFRONT FARMERS MARKET

City of Key West

RFP No. 006-21



MAY 2021

Prepared by:

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

INFORMATION TO PROPOSERS

SUBJECT: REQUEST FOR PROPOSALS RFP NO. 006-21
TRUMAN WATERFRONT FARMERS MARKET

ISSUE DATE: June 2, 2021

MAIL OR SPECIAL
DELIVERY REPOSSES TO: CITY CLERK
CITY OF KEY WEST
1300 WHITE STREET
KEY WEST, FL 33040

ABOVE PROPOSALS MUST BE
RECEIVED: June 30, 2021

NOT LATER THAN: 3:30 P.M. LOCAL TIME

DAVID SERMAK
PURCHASING AGENT
CITY OF KEY WEST

REQUEST FOR PROPOSAL

Sealed Proposals for the City of Key West RFP No. 006-21 **TRUMAN WATERFRONT FARMERS MARKET**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until **3:30 pm on June 20th, 2021** and then will be publicly opened and read. Any proposals received after the time and date specified will not be considered.

Please submit two (2) originals 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 either “PROPOSAL FOR RFP No. 006-21 TRUMAN WATERFRONT FARMERS MARKET” addressed and delivered to the City Clerk at the address noted above.

The City of Key West is seeking proposals from qualified business entities for the operation, management, and marketing of the Thursday Farmers Market at the Truman Waterfront Park on Southard Street, Key West, Florida 33040, in complete and strict accordance with specifications in the Request for Proposals. Proposers must demonstrate experience in the organization, operation, and marketing of Farmers Markets plus any other related activities that are involved in this type of operation. The selected Proposer shall market, operate, and manage a Farmers Market with approximately 60 vendors during the hours of 3:00 p.m. until 30 minutes after sunset every Thursday. The City will have the right to institute blackout dates and the use fee will be abated accordingly.

Documents may be requested from DemandStar at www.demandstar.com or by calling 1-800-711-1712 or at www.cityofkeywest-fl.gov.

A **pre-proposal meeting** will be held in the City Manager’s conference room at 1300 White Street, Key West, Florida on **June 9, 2021 at 2:00 P.M.** **Meeting attendance in person is mandatory. If the proposer has COVID-19 concerns the City will provide a call-in number, contact Todd Stoughton at the contact information below.**

The Proposer will be required to furnish documentation showing that he/she is in compliance with applicable licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents.

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

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

For information, clarification or to ask questions concerning the proposed services, please contact Todd Stoughton, Interim Assistant City Manager, by email only at tstoughton@cityofkeywest-fl.gov. The City’s “Cone of Silence” Ordinance 2-773 does not allow verbal communications.

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

RFP SCHEDULE

Event	Date
Broadcast Date	June 2, 2021
Mandatory Pre-Bid	June 9, 2021
Deadline for Questions	June 16, 2021
Answers Submittal Deadline	June 23, 2021
Opening of Proposals	June 30, 2021
Evaluation Committee Meets	July 8, 2021
Date of City Commission	July 20, 2021

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List of Attachments and Appendices

Attachments

- A Proposal Checklist
- B Qualifications Statement - General
- C Sample Agreement
- D Insurance Requirements
- E Local Vendor Cert. Pursuant to CKW Ord. 09-22 Sect. 2-798
- F Indemnification Affidavit
- G Anti-Kickback Affidavit
- H Public Entity Crimes Affidavit
- I Non-Collusion Declaration and Compliance Affidavit
- J Cone of Silence Affidavit
- K Equal Benefits for Domestic Partners Affidavit

Appendices

- a. Truman Waterfront Park – Exhibit A

1. Project Description

The City of Key West is seeking proposals from qualified business entities for the management, operation, and marketing of the Thursday Farmers Market at the Truman Waterfront Park on Southard Street, Key West, Florida 33040 for a term of 3 years. The selected Proposer shall market, operate, and manage a Farmers Market with approximately 60 vendors from 3:00 p.m. until 30 minutes after sunset every Thursday. The City will have the right to institute blackout dates and the use fee will be abated accordingly. The winning bidder will be considered as the 'MARKET PROMOTER'.

1.1.1 Farmers Market at Truman Waterfront Park

The Truman Waterfront Farmers Market's primary purpose will be to offer community members an opportunity to purchase fresh, locally grown produce and other artisan goods, provide farmers an opportunity to sell their products locally, to benefit local businesses, and to create a social gathering place in the Truman Waterfront at an accessible location. The Truman Waterfront Park and Amphitheater is owned by the City of Key West and is located within the Truman Waterfront Park in Key West, Florida. Refer to attached site plan for the Farmers Market layout. Features include:

- Over 1800 feet of a pedestrian promenade directly adjacent to the water
- ADA accessible walkways and ramps
- Waterpark and Playground features
- USCGC Ingham Museum (US Coast Guards most decorated ship available for tours and events)
- Small restroom with adequate space to accommodate temporary portable toilets based on size of event
- Support space for Farmers Market
- Vendor space which does not include electrical service
- Paved handicap parking and paid parking spaces
- Bike/scooter parking
- Transit drop off

The Truman Waterfront property is zoned Historic Residential Commercial Core 4 (HRCC-4), under which the City noise ordinance requires that decibel levels at the property line must be equal to or below 85dBA or 94 dBA between hours of 11am and 2:59am. The CITY desires that the use of the Truman Waterfront Facility will strike a balance that allows for enjoyment without unreasonable disturbance to the surrounding community, so some hours of use may be limited by the City.

1.1.2 Farmers Market Management Qualifications

City of Key West seeks a strategic, creative, and passionate association to provide management of the Truman Waterfront Farmers Market. It is the goal of the City to retain an organization that will develop and implement a plan to best utilize the Truman Waterfront facilities to the benefit of the community and local businesses alike.

It is the intent of this RFP to identify an independent company that will organize and manage the weekly Farmers Market. The City of Key West expects the managing company to work independently, however, the City will maintain a level of oversight in event activities. The City of Key West reserves the

right to have input on the overall strategy and may assist in outreach to stakeholders to help events succeed. The selected association will have open and frequent communication with the City and will coordinate for City support services.

1.1.3 Scoping Requirements and Restrictions

- A. Will take place at the Truman Waterfront on the Quay as identified in Exhibit A, every Thursday from 3:00 p.m. to 30 minutes after sunset. Vendors are off premise one hour after sunset with all gear.
- B. Have approximately 60 vendors, farmers, food purveyors and artisans participating on a weekly basis, with an emphasis on sustainable goods. May have as many vendors as can be reasonably accommodated within the designated farmers market area.
- C. Vendor parking is restricted to adjacent parking lots. Parking passes will be provided for each vendor for one vehicle.
- D. Comply with all applicable Florida Codes, regulations, and City of Key West Code of Ordinances, including plastic restrictions which require the market to be plastic bag free.
- E. Provide additional trash and recycling receptacles. City Staff will empty the permanent receptacles prior to the market each week, but the selected Proposer must ensure vendor trash is removed at the end of each market and remove the waste offsite.
- F. Share financial records with the City, as requested.
- G. Proposers are allowed to have small generators; however, they must be low noise or silent, and approved by the Fire Marshall, and have a certified working fire extinguisher on site.
- H. Vendors must be located in the defined areas. Booths must be set up in the area designated in Exhibit A along the pedestrian walkway on both sides of the walkway, within the designated area.
- I. Market Promoter must be on site at all times when the farmers market is operational and provide City staff with a cell number by which they can be reached.
- J. The Market Promoter will be responsible for compensating the City for rent, repairs or other damage to the Truman Waterfront Pedestrian Walkway or associated properties.
- K. The market must provide its own signage (A-frame signs, banners, etc.). Social Media posts associated with the Farmers Market are responsibility of the proposer.
- L. Selected Proposer must submit a City of Key West Special Event Permit and a Safety Plan. Selected proposer must maintain a valid business license and meet the insurance requirements of the City. The Special Event Permit, and Safety Plan is can be found on the City website.
- M. Usage fee: \$50.00 per hour or \$300.00 per week for up to 20 vendors. Additional vendors will be \$15.00 each per week. Vendor fees must be paid to the market promoter and the market promoter will submit a check no later than the 15th day of the following month to the CITY. Vendor Rates are established utilizing a 10' x 10' tent (100 square foot) space standard.

N. Require food vendors to use biodegradable food containers. Market manager will provide a green container for plastic bag recycling at a designated location and vendors are asked to direct patrons to recycle their plastic bags and reuse bags from the green container. The only exception to this will be extended to those vendors who are prohibited from wrapping their foods in used bags due to possible contamination as per Florida Department of Agriculture and Consumer Services, Division of Food Safety standards. Vendors are asked to voluntarily participate in the greening of the Farmer's Market by looking at ecofriendly/recycled/biodegradable options for food containers, napkins, utensils, etc. Under no circumstance will any vendor be allowed to use Styrofoam products.

The Market Promoter will work independently to ensure proper operation of the event while minimizing City involvement in event operations. The Market Promoter will be responsible for the administration, financial management, marketing/outreach, venue operations, and coordination with City services.

Administration

The Market Promoter will prepare and coordinate a master calendar of activities, events, bookings, and venue operations as reserved by event organizers, which shall be categorized by the type of use.

The calendar needs to incorporate annual City events that may impact use of the Amphitheater and surrounding Truman Waterfront Park grounds.

Objectives and Specifications

The following are the primary objectives of the Farmers Market at Truman Waterfront:

- Offer community members an opportunity to continue to purchase locally grown produce and other artisan goods.
- Provide farmers an opportunity to sell their products locally.
- Provide local businesses and artisans the opportunity to participate in the community.
- Create a social gathering place for the community.
- Highlight the character of Key West with emphasis on sustainable environmental practices.
- Provide a mix of vendors and farmers that will reach all aspects of the local marketplace and appeal to adults and children.
- Licensee shall use the area for the operation of an outdoor farmers market including produce, cheese, plants, meats, bakery items, food to go and some merchandise, beer and wine through a properly insured and licensed vendor and no other purpose.
- Acoustic musicians without amplification, stage or seating may be allowed to perform and accept tips.
- Vendors will set up tents and vehicles are not authorized unless prior approval is granted from the Community Services Director.
- No drilling or staking in any park area.
- The Licensee will meet all applicable fire and health codes for any on-site cooking or food preparation.
- Licensee agrees that no single use polystyrene products of any kind will be allowed.
- Licensee shall clean the area and remove the trash and re-cycling after each event.
- Licensor has no obligation to provide power or water the Licensees use.
- Licensee will have the option of operating between the hours of 9am and 3pm or from 3pm until 30 minutes after sunset depending on the season and subject to City Manager approval for the

time changes in order to avoid any conflicts.

The Market Promoter shall comply with all CITY rules, regulations, and procedures governing the operation of the VENUE and require all professional entertainment to comply with any noise ordinance enacted by the CITY.

City Services

The Market Promoter will be responsible to remove all trash or oversee the removal of all trash after each event with the exception of City installed trash receptacles. Utility usage is covered in the user fee.

Information and Instructions to Proposers

Project: **TRUMAN WATERFRONT FARMERS MARKET - RFP No. 006-21**

The City of Key West is seeking proposals from qualified persons or business entities for the operation, management, and marketing of a Farmers Market every Thursday. The agreement with the current management company expires July 31, 2021. This RFP is issued to provide prospective Proposers with information, guidelines, and rules to prepare and submit a Qualifications Proposal. The submittal must satisfy all criteria established in this RFP to qualify for an award, unless it is waived by the CITY as an informality, technicality, or irregularity, at CITY's sole discretion.

1.2.1 Definitions

"Evaluation Panel" - The CITY will create an Evaluation Panel (EP) consisting of professional members, its staff, and other agencies, as necessary, to evaluate proposals.

"CITY" or "OWNER" - City of Key West, Florida.

"MARKET PROMOTER" – The RFP bid winner, and overall in-charge of event.

"Proposer" - The official entity submitting a proposal in response to this RFP.

"Proposal" - The Proposer's written response to this RFP offering to provide the specified services. It shall be considered as a formal offer and shall be valid for a period of 120 calendar days from the date that Qualifications and Proposals are opened.

"Request For Proposals (RFP)" - A formal written solicitation for sealed proposals to provide requested services, in which qualifications presentations, qualifications, experience, and compensation are among the main selection criteria.

1.2.2 Invitation

This invitation is extended to all qualified individuals or firms, including joint ventures and partnerships that can provide the requirements specified herein. Proposals should be prepared simply and economically, addressing the requirements in a straightforward and concise manner. The requirements presented in this solicitation represent the CITY's anticipated needs.

1.2.3 Reservation of Rights

The issuance of this RFP constitutes only an invitation to present Qualifications proposals. The CITY reserves, holds and may in its sole discretion exercise any or all the following rights and options with

respect to this RFP:

1. Determine if Proposer's Statement of Qualifications satisfactorily meets the criteria established in this RFP;
2. Seek clarification from any Proposer submitting a proposal;
3. Reject any or all proposals in accordance with Section 1.2.15;
4. Re-advertise, issue, and solicit for other proposals;
5. Cancel this solicitation at any time with or without the substitution of another proposal;
6. Supplement, amend or otherwise modify this proposal; and,
7. Waive any minor irregularity or informality on any matter to the extent not prohibited by law.

The CITY reserves the rights to relocate the Farmers Market to an alternate location within the City's Municipal limits. The CITY reserves the right to modify the Scope of Work to be considered for this project. The CITY shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP or otherwise.

1.2.4 Pre-Proposal Conference

A **Mandatory** (in person or teleconference) pre-proposal meeting will be held in the City Manager's Conference Room at 1300 White Street, Key West, Florida on TBD, 2021 at 2:00 P.M. Proposers shall submit written questions in accordance with Section 1.2.5.

1.2.5 Questions, Interpretational Addenda

Prospective Proposers shall promptly notify the CITY in writing of all conflicts, errors, ambiguities, inconsistencies, or discrepancies that Proposers find in the Proposal Documents.

No verbal inquiries shall be received or responded to. All questions and clarification inquiries from Proposers concerning the proposals must be submitted in writing either through email, or mail. Any written inquiries must be received by CITY no later than ten (10) calendar days prior to the scheduled date for receipt of proposals. Questions will be answered in writing by the CITY and made available to all registered RFP holders. See also Section 1.2.18.

Questions should be sent to:

City of Key West

1300 White Street, Key West, FL 33040

Attn.: Todd Stoughton, Risk Manager

Email: tstoughton@cityofkeywest-fl.gov

1.2.6 Access to Site

On request, the CITY will provide access to the site to allow prospective Proposers to conduct such investigations and tests as may be deemed necessary to submit proposals. Proposers shall schedule such access in advance by contacting:

City of Key West

1300 White Street, Key West, FL 33040

Attn.: Marcus Davila, Director Community Services

Email: mdavila@cityofkeywest-fl.gov

1.2.7 RFP Documents

This RFP contains the Scope of Services and Appendices providing information/documents including:

- Truman Waterfront Park – Exhibit A

No information obtained from any officer, agent or employee of the CITY on any such matter, shall in any way affect the risk or obligation assumed by the successful Proposer, or relieve the Proposer from fulfilling any of the conditions of the Contract.

It is the responsibility of the Proposer to ensure that all pages and all addenda are received. All Proposers are advised to closely examine this package. Any questions regarding the completeness of this package and any addenda thereto should be immediately directed to the CITY contact.

The CITY assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documentation. The CITY, in making copies of the RFP Documentation available on the above term, does so only for the purpose of obtaining Proposals for the Work to be performed and does not confer a license or grant for any other use.

1.2.8 Examination Site

Proposers must satisfy themselves by personal examination of the Key West Truman Waterfront Facility and by thorough examination of related information identified in the Proposal Documents and all requirements of the Work to be performed. At no time after the submission of a proposal shall the Proposer dispute or complain of such estimate or the nature or the amount of Services to be furnished. Proposers shall be familiar with, and all work shall comply with, all federal, state, and local laws, ordinances, codes, rules, and regulations that in any way affect the cost, progress, or provision of the Services. Failure on the part of Proposers to thoroughly familiarize themselves with applicable laws, ordinances, codes, rules, and regulations will in no way relieve them from the responsibility included in the applicable laws, ordinances, codes, rules, and regulations. Additionally, the Key West Truman Waterfront will be inspected before and after the event, by both the City and Promoter representatives, to ensure that any damage to the Truman Waterfront from the event participants is documented and repaired at the sole cost of the promoter. This will include, but not limited to, damage to the landscaping, real property, and surrounding area. The promoter will also be responsible for the participants adherence to the City's applicable laws, ordinances, codes, rules, and regulations during the event. This includes, but is not limited to; parking, including the illegal blocking of handicap parking spaces; use of generators and electrical hookups, and blocking parking lots and streets. It is important for the promoter to understand that participants should not consume all areas that are used by the public to enjoy the Truman Waterfront and the Event.

By submission of a proposal, the Proposer affirms that:

1. He/she has read and understands the RFP Documents, inclusive of the Scope of Services, and the Proposals submitted are made in accordance therewith; and,
2. The Proposer has visited the site and familiarized himself/herself with the local conditions under which the work is to be performed.

The submission of proposals will constitute an incontrovertible representation that the Proposer has complied with every requirement of the Instructions to Proposers, that without exception the proposals are premised upon performing the Services required and that this RFP is sufficient; in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the services. Proposers shall not be entitled to any additional compensation based upon alleged differing conditions that in the opinion of the CITY shall have been reasonably anticipated at the time of preparation of the proposals.

1.2.9 Interpretations and Addenda

Proposers shall carefully examine the Request for Proposal documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY in writing prior to the submittal deadline as stated in Section 1.2.13. Failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision.

In general, no answer will be given to prospective Proposers in reply to an oral question if the question involves an interpretation of the intent or meaning of the RFP. Any information given other than by means of the RFP, including Addenda as described below, is given informally for informational purposes and for the convenience of the Proposers only and is not guaranteed. The Proposer agrees that such information, interpretations, corrections, or changes will not be binding and shall not be used as the basis of, nor shall the giving of any such information entitle the Proposer to assert, any claim or demand against the CITY on account thereof.

When solicitation revisions to the RFP are deemed advisable or become necessary, including changes to the deadline for proposal submission, they shall be answered only in the form of written addenda posted on Demand Star and the City of Key West website (<http://www.cityofkeywest-fl.gov/>). Please contact Demand Star at <http://www.demandstar.com> or the City of Key West website <http://www.cityofkeywest-fl.gov/> or call 1-800-711-1712 to obtain addenda. All addenda so issued shall become a part of the Contract Documents.

All addenda issued must be acknowledged. Prospective Proposers are advised to contact the CITY prior to the solicitation deadline to ascertain the existence and number of any addenda issued. Failure of any Proposer to receive or to acknowledge receipt of any addenda shall not relieve such Proposer from any terms, conditions and obligations under its proposal as submitted.

Prior to submission of its proposal, the Proposer shall ascertain that it has received all addenda issued.

1.2.10 Preparation and Submission of Proposals

Qualifications Proposals must be submitted in separately sealed envelopes or boxes by the deadline indicated in this solicitation. The outside of the sealed envelopes or boxes shall be marked "SEALED PROPOSAL"; identified by the name of the Proposer; project name; RFP number; and the Proposer's return address. The CITY assumes no responsibility for proposals not properly marked.

Two (2) copies of each proposal shall be submitted (one marked "original" and one marked "copy"), and two (2) flash drives, each shall contain one PDF file each of the full response.

The Qualifications Proposal shall be concise, well organized, and demonstrate the proposer's qualifications and experience applicable to the project. The proposal shall be limited to fifteen (15) one-sided pages (8 1/2 x 11 inches), inclusive of resumes, graphics, forms, photographs, cover letter, etc. City required forms do not count against the 15-page count.

Failure to comply with these requirements may be considered grounds for declaring the submittal non-responsive.

The Proposer shall provide the information requested in the proposal documents. All proposals must be in legible/readable format in computer form, typewritten or executed in ink. All documents requiring execution by an officer or employee having authority to bind the company or firm must be executed in ink. Signatures shall be required as follows:

1. Proposals by a corporation must be manually executed in the corporate name by the

President or Vice President (or other corporate officer, accompanied by written evidence of binding signatory authority). The corporate seal must be affixed and attested by the Corporate Secretary or Assistant Corporate Secretary.

2. Proposals by a partnership must be manually executed in the partnership name and signed by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.
3. Attorneys-in-Fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.

Please respond concisely to each of the requirements or questions as set forth in the proposal documents. Each requirement or question shall be responded to separately, with the requirement or question preceding each response. Proposals shall be on 8.5" x 11" format included in a loose-leaf binder with section dividers as required further herein. All proposals must include the provided forms. Proposals on Proposer letterhead; or quotation forms will not be accepted. Proposals submitted by facsimile transmission shall not be accepted.

The proper delivery of the proposal to the CITY is solely and strictly the Proposer's responsibility. The CITY cautions Proposers to assure actual delivery of proposals either hand-delivered or mailed via U.S. mail or overnight courier, directly to the CITY prior to the deadline set for opening proposals. The CITY shall not be responsible for delays, caused by the United States Postal Service, other delivery companies or services, or any other occurrence. Proposals submitted by certified or registered mail, not received by CITY at the time of the Proposal Opening will not be honored.

Receipt of a proposal by any CITY office, receptionist, or personnel other than CITY CLERK does not constitute "delivery" as required by this solicitation.

The proposal delivery time will be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late proposals will be returned to the Proposer unopened with the notation: "This proposal was received after the delivery time designated for the receipt of proposals."

1.2.11 Withdrawal of Proposal

Proposers may withdraw their submitted proposal by notifying the CITY via telegraphic or written communication at any time prior to the proposal submittal deadline. The written request must be signed in a manner identical with the proposal being withdrawn.

1.2.12 Modifications of Proposals

Proposers may not modify their proposals after the date(s) and time(s) designated for the receipt of proposals.

Proposers may modify a proposal already submitted by delivering a telegraphic or written communication to the place where proposals are to be submitted at any time prior to the proposal submittal deadline. The written request for modification must be duly executed and signed in a manner identical with the proposal being.

1.2.13 Alternative Proposals

While Proposers are expected to provide proposals that fulfill the obligations and requirements imposed by this RFP, **the City encourages alternative proposals reflecting creativity (e.g., outside the box) of the Proposer.**

Oral or telephonic proposals or such modifications to proposals submitted will not be considered.

Nothing contained herein shall place a duty upon the CITY to reject proposals or award a contract based upon anything other than its sole discretion as described herein.

1.2.14 Acceptance/Rejection of Proposals

Selection shall be in accordance with F.S. 287.055. The CITY may reject proposals for any and/or all of the following reasons:

1. For budgetary reasons,
2. If the proposer misstates or conceals a material fact in its proposal,
3. If the proposal does not strictly conform to the law or is non-responsive to the proposal requirements,
4. If the proposal is conditional, or
5. If a change of circumstances occurs making the purpose of the proposal unnecessary to the CITY.

The CITY further reserves the right to reject the proposal of any Proposer that previously failed in the proper performance of an award, or to deliver on time a contract of a similar nature, or who has been suspended or debarred from doing business with the CITY, or who is not in a position to perform properly under this award. The CITY reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing.

Reasonable efforts will be made to either award the Contract or reject all proposals within 90 calendar days after proposal opening date. A Proposer may not withdraw its proposal unilaterally before the expiration of 90 calendar days from the date of proposal opening. A Proposer may withdraw its proposal after the expiration of 90 calendar days from the date of proposal opening by delivering written notice of withdrawal to the City Clerk prior to award of the Contract by the City Commission.

More than one proposal from an individual, firm, partnership, joint venture, corporation, or association under the same or different names will not be considered. If the CITY believes that any Proposer is included in more than one proposal, all proposals in which such Proposer has an interest will be rejected. If the CITY believes that collusion exists amongst the Proposers, all such collusive proposals will be rejected.

The CITY reserves the right to award to that Proposer which, in the opinion of the CITY, will be in the best interest of and/or the most advantageous to the CITY. Minor irregularities, informalities and technicalities in a proposal may be waived by the CITY. A minor irregularity or informality is a variation from the solicitation that does not affect the Proposal or does not give a Proposer an advantage or benefit not enjoyed by other Proposers and does not adversely impact the interests of the CITY.

1.2.15 Proposal Development Costs

Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission, or presentation of a proposal to this solicitation. All information in the proposal shall be provided at no cost to the CITY.

1.2.16 Disclosure

Upon receipt, sealed proposals are exempt from public disclosure until such time as the CITY provides notice of a decision or intended decision or within 30 days after proposal opening, whichever is earlier. Thereafter, all proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers claiming exemptions to disclosure provided by law must provide at the time of the proposal submittal the specific statutory authority for the claimed exemption, identifying the specific data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Unless exemption is established, proposals will thereafter be made available for public inspection at the Office of the CITY.

Proposers shall disclose all material facts with its proposal submission pertaining to any felony conviction or any pending felony charges in the last three years anywhere in the United States against:

1. Proposer;
2. Any business entity related to or affiliated with Proposer; or,
3. Any present or former executive employee, officer, director, stockholder, partner or CITY of Proposer or of any such related or affiliated entity.

This disclosure shall not apply to any person or entity that is a stockholder owning less than 20% of the outstanding shares of a Proposer whose stock is publicly owned and traded.

Proposer shall also disclose any civil conviction or pending civil litigation involving contract performance during the last three years anywhere in the United States against the Proposer or any business controlled by or affiliated with Proposer.

The CITY may reject, at its sole discretion, any Proposer it finds to lack honesty, integrity or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity or moral responsibility. The CITY's finding may be based on the disclosure required herein, the CITY's own investigation, public records, or any other reliable source of information. The CITY may also reject any Proposer failing to make the disclosure required herein. By submitting a proposal, Proposer recognizes and accepts that the CITY may reject any proposal at its sole discretion. The Proposer waives any claim it might have for damages or other relief arising from the rejection of its proposal, or resulting directly or indirectly from the rejection of its proposal based on these grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal. Please also see F.S. Section 287.133 referenced in Section 1.2.22 of this document.

1.2.17 Award and Execution of Contract

Proposers acknowledge that this solicitation or the proposal does not constitute a contract with the CITY. No contract is binding or official until the CITY and its funding agents approve a contract. The CITY intends to enter into contract agreements with one Proposer, based on the selected proposal and the agreements attached to the RFP.

Where applicable, discrepancies in the Proposal shall be resolved as follows:

1. Discrepancies between prices written in words and prices written in numbers will be resolved in favor of prices written in words.
2. Where proposals have erasures or corrections, each erasure or correction must be in ink and initialed in ink by the Proposer.

The CITY may conduct such investigations as it deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Proposers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents.

The Proposer to whom the award is made shall, within fifteen (15) calendar days, not including Sundays, and legal holidays, after receiving notice of award, provide evidence of any required insurance and, if determined applicable by the CITY, negotiate any remaining items for consideration in the contract documents. Failure to execute the contract and/or to provide evidence of any required insurance shall be just cause for annulment of the award. Award may then be made to the next highest ranked Proposer, or the RFP may be re-advertised, at the CITY's discretion.

If within fifteen (15) calendar days, not including Sundays and legal holidays, after issuance of Notice of Contract Award, the successful Proposer refuses or otherwise neglects to execute the required written contract, the Proposer's Proposal may be rejected and negotiations commenced with the next highest ranked firm.

No plea of mistake in the proposal or misunderstanding of the conditions of forfeiture shall be available to the Proposer or as a defense to any action.

1.2.18 Tax Exempt Status

The CITY is a political subdivision of the state of Florida. The CITY is the governing authority and, as such, is exempt from paying sales and use taxes imposed by the state, and federal and state taxes for tangible personal property. Proposers must note that they will be responsible for the payment of all taxes and that the costs thereof are included in the prices stated in the Proposal.

1.2.19 Laws, Codes, and Regulations

Proposers are notified that all applicable federal and state laws, municipal and County ordinances, and the rules, regulations, resolutions, policies, and procedures of the CITY, and any other authority having jurisdiction over any part of the project shall apply to the solicitation and the contract throughout, and are deemed to be included in this solicitation/contract the same as though herein written.

If any discrepancy or inconsistency shall be discovered between the Request for Proposal and any law, code, ordinance, regulation, order of decree, Proposer shall immediately report the same in writing to the CITY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the Proposer was unaware of or failed to investigate the rules, codes, regulations, statutes, and ordinances of all applicable governmental agencies having jurisdiction over the proposed services.

1.2.20 Conflict of Interest

All Proposers must disclose with their Qualifications Proposal the name of any officer, director, or agent who is also an employee of the CITY. Further, all Proposers must disclose the name of any CITY employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

1.2.21 Public Entity Crimes Statement (F.S. 287.133)

As provided in Florida Statute 287.132-133, by submitting a proposal, or entering into a contract, or performing any work in furtherance thereof, the Proposer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the state of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a). This certification shall be included as part of Package No. 1 Qualifications Proposal. See Attachment H.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voided or subject to immediate termination by the CITY, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. The CITY, in the event of such termination, shall not incur any liability to the Proposer for any work or materials furnished.

1.2.22 Subcontractor and Supplier Information

Proposers shall list proposed major subcontractors (and/or subconsultants) and suppliers to be used, to include name, mailing address, phone number, fax number, web-site address (if available), e-mail address (if available), type of work subcontracted. The Proposer shall provide an experience statement with pertinent information regarding similar projects and other evidence of qualification for each subcontractor, person or organization. If after due investigation the CITY has reasonable objection to any proposed subcontractor, supplier, person or organization, the CITY may, before Notice of Award, request the successful Proposer to submit an acceptable substitute. The CITY reserves the right to make a determination as to the foregoing.

If the apparent successful Proposer declines to make any such substitution, the CITY may award the Contract to the next highest-ranking Proposer that proposes to use subcontractors, suppliers and other persons and organizations acceptable to the CITY. Failure to make requested substitutions does not constitute grounds for forfeiting the Proposal Security of any Proposer. Any subcontractor, supplier, other person, or organization listed and to whom the CITY does not make a written objection prior to issuing the Notice of Award will be deemed acceptable to the CITY, subject to revocation. No acceptance by the CITY of any such subcontractor, supplier or other person or organization shall constitute a waiver of any right of the CITY to reject defective work/services, materials or equipment not conforming to the Contract Documents.

Proposer shall not change any subcontractors without just cause and approval by the CITY. No Proposer shall be required to employ any subcontractor supplier, other person, or organization against whom the Proposer has a reasonable objection.

1.2.23 Insurance

The successful Proposer shall, at its sole expense, provide and maintain in full force and effect

throughout the term of the Contract, all insurance coverage as set forth in Attachment D and with insurers and under forms of policies acceptable to the CITY. Evidence of appropriate insurance coverage shall be provided as an attachment to the Proposal. Proposers may fulfill this requirement by having their insurance agent either:

- Complete and sign an insurance certificate which meets all the requirements as provided in this RFP; or,
- Issue a letter on the insurance agency's stationery stating the Proposer qualifies for the required insurance coverage levels and that an insurance certificate will be submitted before final execution or issuance of the contract.

All insurers must be qualified to lawfully conduct business in the state of Florida. Failure of the CITY to notify the Proposer that the certificate of insurance provided does not meet the contract requirements shall not constitute a waiver of the Proposer's responsibility to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance shall not constitute approval of the amounts or types of coverage listed on the certificate. The successful Proposers shall provide evidence certifying that all insurance is in full force and effect; and such evidence shall include provisions that the insurance shall not be canceled, expire or be materially changed without giving the CITY at least thirty (30) days advance notice by registered mail.

Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies, or capabilities, may be grounds for rejection of the proposal and rescinding of any ensuing contract.

1.2.24 Non-discrimination Clause

It is the express policy of the CITY that the CITY shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, gender, age, marital status, sexual orientation or disability.

1.2.25 Limitation of Liability

Any legal action to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the alleged negligent or wrongful act or omission of any employee of the CITY acting within the scope of his/her office or employment is subject to the limitations specified in Florida Statute 768.28.

No officer, employee or agent of the CITY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

The CITY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

1.2.26 Contract with Third Parties

The Proposer shall not enter into any contractual agreement with a third party for performance of any conditions under this RFP without the express written approval of the CITY.

1.2.27 Assignment

The Proposer's proposal, if accepted, resultant contract, and any permits required for performance of the Contract shall not be assigned, conveyed, or otherwise disposed of without permission of the City Commission by Resolution.

1.2.28 Local Vendor Preference

Proposers are hereby informed that local vendor preference is given to responsive and responsible Proposers meeting the definition of local business pursuant to section 2-798 which permits the award to a qualified local Proposer, if within five percent of the lowest proposal submitted. However, the ranking of Qualifications of the local Proposer would also need to result in the highest score in order to be considered for the contract award.

1.2.29 Domestic Partner Benefits

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a proposal process shall provide benefits to domestic partners of its employees on the basis as it provides benefits to employee spouses.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become the contract may be retained by the City.

1.2.30 E-Verify

Executive Order 11-116, signed May 27, 2011 by the Governor of Florida, requires Department of Economic Opportunity contracts in excess of nominal value to expressly require Contractors to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Agreement term; and
2. Include in all subcontracts the requirement that subcontractors performing work or providing services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9. Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Dept. of Homeland Security's E-Verify system can be found at: <https://www.uscis.gov/e-verify>

If Contractor does not have an E-Verify MOU in effect. Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

1.3 Proposal Checklist (see Attachment A)

Attachment A provides a proposal checklist.

1.4 Qualifications Statement (see Attachment B)

Attachment B provides the Qualifications Statement form to be completed by the Proposer.

1.5 Evaluation Criteria

The CITY will convene an Evaluation Panel to conduct a review and ranking of Proposals submitted in response to the Request for Proposal. The Evaluation Panel will consist of a minimum of three (3) designated CITY staff and/or selected representatives of the CITY. The Evaluation Panel may be assisted by the following non-panel individuals:

1. Reference Verifier - contacts and verifies references listed in the Statement of Qualifications and reports to the Evaluation Panel on findings on fact.
2. Financial and Surety Advisor(s) - reports to the Evaluation Panel on the sufficiency and quality of financial information and creditworthiness, as well as and insurance documentation submitted with a Qualifications Proposal.
3. Contact Person - serves as an information conduit between CITY staff, the Proposers, and the Evaluation Panel.
4. Legal Representative - advises the Evaluation Panel on questions of law that may arise and ensures that the Panel, its members, and the actions and decisions of the panel do not violate existing law or CITY rules, regulations, policies, and procedures.

Evaluation of the Proposal which includes qualifications and experience from each Proposer shall be based on evaluation criteria and procedures established within this document. The Evaluation Panel shall evaluate and score the two parts of the proposal from each Proposer and establish the final ranking of submittals received.

1.5.1 Qualifications Presentation

The Proposal and required attachments shall be submitted to the CITY on or before the due date stated in the RFP solicitation. The Proposer must identify any portions of the submittal that are proprietary. The contact person will review the submittals and make provisions for withholding proprietary documents from public record.

Each member of the Evaluation Panel will receive a packet containing the Qualifications Proposal of each Proposer. The Evaluation Panel will review and score the Qualifications Proposals according to the scoring criteria which follows. The Proposer shall ensure that the required elements of the

similar project descriptions and personnel experience are adequately explained in the text with emphasis on how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

1.5.2 Evaluation Panel Process

The Evaluation Panel is subject to the state law and CITY rules and regulations. Florida Statute Section 286-011 (“Government in Sunshine Law”) requires that any meeting (including telephone conversations) between two or more members of a public board or commission, for the purpose of discussing any matter on which foreseeable action may be taken by the board or commission, must be publicly noticed and open to attendance by the general public.

Meetings of the Evaluation Panel shall be as follows:

- Initial Orientation Meeting: Within two (2) weeks of the date of receipt of Proposals (following Public Noticing), the Panel members will receive a copy of each Qualifications Proposal. The Panel members will select a Chairman. If retained, the Reference Verifier, Contact Person, Financial/Security Adviser, and Legal Representative will be identified.

After the initial meeting, each Panel member will have one (1) week to independently review the Qualifications Proposals for scoring in accordance with the established evaluation criteria. Questions or comments a Panel member has relative to any Proposal shall be directed to the Contact Person. Additional meetings of the Panel may be convened to initiate discussions or to develop and direct requests for information to one or more of the Proposers, the Legal Consultant, the Reference Verifier, the Financial and Security Advisor(s), or CITY staff.

- Ranking Meeting(s): After the Panel members have completed their individual evaluations, the Panel will reconvene following Public Noticing to score and conduct a ranking of the Qualifications Proposals. The Chairman will total and average the scores of each Panel member and calculate the score for each Proposer. This will establish a numeric ranking for each Proposer based on the Qualifications Proposal and attachments.
- Final Ranking: The Evaluation Panel shall recommend contract award to the Proposer with the highest total score. This action will end the duties of the Evaluation Panel.

1.5.3 Basis of Scoring

Evaluation of a Proposal will be based on a competitive selection process. The qualification and experience of personnel who will be directly involved, approach to be used to meet the project objectives, approach for integrating the previous vendors, artisans, and farmers, entity’s experience with providing services that are similar to the requests of this RFP, and references will be considered in the selection process. The City reserves the right to award the contract to a Proposer who will provide the best overall match to the RFP requirements and who will best serve the City’s interests. Proposals received by City will be reviewed by the evaluation committee, evaluated, and ranked based upon the following criteria. Final award will be made by the City Commission.

A ranking of Proposers submitting, with higher point totals being desirable, shall be based on weighted scoring criteria for the Proposals below. Proposals are encouraged to address each selection criteria with documents such as; safety plan, financial management plan, reference letters, etc.

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Qualification and experience of personnel who will be directly involved.	20	
Approach to be used to meet the project objectives.	20	
Approach for integrating the previous vendors, artisans, and farmers.	20	
Entity's experience with providing services that are similar to the requests of this RFP.	30	
References.	10	
Total Points	100	

ENGINEERING NOTE: Construction of Phase IB at the Truman Waterfront (Building 1287, Soccer Field, Tree Grove, etc.) is still ongoing, and the City anticipates future construction projects near the Old Diesel Plant.

Attachment A
Proposal Checklist

PROPOSAL CHECKLIST

1. _____ PROPOSAL

In addition to Proposal, Bidders shall execute and include the following with Package:

- Local Vendor Certification – Attachment E
- Indemnification Form – Attachment F
- Anti-Kickback Affidavit – Attachment G
- Public Entity Crimes Form – Attachment H
- Non-Collusion Declaration and Compliance - Attachment I
- Cone of Silence Affidavit – Attachment J
- Equal Benefits for Domestic Partners Affidavit – Attachment K

Failure to include the above forms may result in a determination that the proposal is non-responsive.

Attachment B
Qualifications Statement

Qualification Statement - General

1. Legal Name, Address, and Telephone Number:

2. Check one: Corporation _____; Partnership _____; Individual _____

3. If a Corporation, State:

Date of Incorporation: _____

State in which Incorporated: _____

Name and Title of Principal Officers

Date of Assuming Position

_____	_____
_____	_____
_____	_____

If an Out-of-State Corporation, currently authorized to do business in Florida, give date of such authorization.

4. If Partnership:

Date of Organization: _____

Nature of Partnership (General, Limited, or Association):

Name and Address of Partners:

5. If an Individual, State – Name and Address of Owner:

Attachment C
Sample Agreement

**EXAMPLE - REVOCABLE LICENSE AGREEMENT FOR USE OF CITY
PROPERTY**

This License Agreement is made this _____ day of _____ 2021, by and between the City of Key West, Florida, a municipal corporation, whose mailing address is _____, Key West, Florida, 33041 (hereinafter "Licensor") and _____, individually whose mailing address is _____, Key West, FL 33040 (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensee desires to do business as the Truman Waterfront Farmers Market; and

WHEREAS, Licensor owns the property upon which the proposed Market is to be operated; and

WHEREAS, pursuant to section 2-939 of the Key West Code of Ordinances, Licensor may grant Licensee a revocable license to use Licensor's property.

WHEREAS, the City is in the process of developing policy for commercial or private use of public property this revocable license agreement may be subject to amendment to comply with policy enacted by the City Commission,

NOW, THEREFORE, the parties agree as follows:

1. For the period beginning on the First Day of August, 2021, and ending on the last day of July 2024, the Licensor hereby grants to the Licensee a revocable and non-assignable license to enter in, on, over, and across the land described on Exhibit A, which is attached hereto and incorporated by reference, for use by the Licensee, its representatives, agents, contractors and assigns for the purpose of operating the Truman Waterfront Farmers Market with a maximum of 20 participants, once per week on Thursday's as depicted on Exhibit "A", which is attached hereto and incorporated by reference; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the Licensor, its successors and assigns, all such right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights and right-of-entry hereby acquired. Provided however, Licensee shall agree to the following:
 - Licensee shall use the area for the operation of an outdoor farmers market including produce, cheese, plants, meats, bakery items, food to go and some merchandise, beer and wine through a properly insured and licensed vendor and no other purpose.
 - Acoustic musicians without amplification, stage or seating may be allowed to perform and accept tips.
 - Vendors will set up tents at the back of their vehicles to facilitate loading in and out and operating from each space
 - No drilling or staking in any park area
 - The Licensee will meet all applicable fire and health codes for any on-site cooking or food preparation
 - Licensee agrees that no single use polystyrene products of any kind will be allowed
 - Licensee shall clean the area and remove the trash and re-cycling after each event
 - Licensor has no obligation to provide power or water the Licensees use
 - Licensee will have the option of operating between the hours of 9am and 3pm or from 3pm until 30 minutes after sunset depending on the season and subject to City Manager approval for the time changes in order to avoid any conflicts.

2. In consideration for the grant of license in paragraph 1 herein above, Licensee herein expressly agrees to be solely responsible for all costs of any nature whatsoever associated with the occupancy and operation of the Farmers Market as herein described.

3. If any action of the Licensee's employees or agents in the exercise of this License results in damage to the property, including but not limited to the turf, irrigation, utilities, or improvements the Licensee will immediately repair such damage in a manner acceptable to the Licensor. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage.

4. This License is personal to Licensee and may not be assigned or transferred. The use of a single property insured and licensed vendor for the sale of beer and wine is not an assignment or transfer for these purposes. Licensor shall have the right to terminate this License with or without cause upon seven (7) days written notice to Licensee at the following address:

Promoter
Mailing Address
Key West, FL 33040

5. To the fullest extent permitted by law, Licensee expressly agrees to indemnify and hold harmless the City of Key West and their respective officers, directors, agents, and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by Licensee or its subcontractors, vendors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages caused in whole or in part by any act, omission, or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Licensee or its subcontractors, vendors, material men, or agents of any tier or their respective employees. The provisions of this indemnification provision shall survive the expiration or earlier termination of this License Agreement. Nothing herein is intended to waive the immunity afforded to City pursuant to Florida Law, including section 768.28, Florida Statutes.

6. Licensee shall keep in full force and effect at all times during the effective period of this Agreement, and at their own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the City. The policies or certificates must be endorsed to provide thirty (30) days prior to cancellation notices of same shall be given to the City by U.S. Mail for all the required insurance policies stated below. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be named as "additional insureds" under all policies herein on a primary and non-contributory basis as respects liability arising out of activities performed by or on behalf of Licensee operating under this License Agreement.

Licensee shall maintain limits no less than those stated below:

Commercial General Liability - with a minimum amount of One Million (\$1,000,000.00) Dollars per occurrence, Two Million (\$2,000,000.00) Dollars per Aggregate.

Worker's Compensation - Statutory, in compliance with the Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000.00) Dollars each accident.

Business Automobile Liability Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars Combined Single Limit. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage the following coverage:

Owned automobiles
Hired automobiles
Non-owned automobiles

Excess/Umbrella Liability shall have a minimum limit of One Million (\$1,000,000.00) per occurrence with an annual aggregate of One Million (\$1,000,000.00.) This coverage is to be following form and include the Commercial General Liability and Automobile Liability Policies.

Scope of Insurance and Special Hazards

The insurance required under Paragraphs 6 hereof is a minimum to provide adequate protection for Licensee, respectively, against damage claims which may arise from operations under this Agreement, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the entities' operation under this Agreement. The insurance required herein and approval of Licensee's insurance by the Licensor shall not relieve or decrease the liability of Licensee hereunder.

Waiver of Subrogation

The insurance policies required under Paragraph 6 hereof shall contain "waivers of subrogation" endorsements whereas Licensee's insurer waives any claim against the City of Key West.

Certificates of Insurance

Certificates of Insurance shall be filed and maintained throughout the life of this Agreement with the City Clerk evidencing the minimum limits of insurance cited above. All policies shall be endorsed that they may not be terminated or modified without insurer providing the City of Key West at least thirty (30) days advance notice. Additionally, Licensee shall immediately notify the City of any cancellation of such insurance.

7. Licensor does not warrant or represent that the property is safe or suitable for the purpose for which Licensee is permitted to use it, and Licensee assumes all risks in its use.

8. Licensee shall pay Licensor \$300 per week, payable in advance on the first of every month hereafter. Should Licensee desires to add additional vendors, and if it is approved by the City, the fee will be increased by \$15.00 per week for each additional vendor over 20.

9. The Licensor shall have the right to institute blackout dates as may be required with a minimum of two weeks prior written notice to the Licensee and Licensee will receive a pro-rated abatement of the monthly fee for the blackout period.

10. During the term of this Agreement, Licensee shall be permitted to place signage recognizing the activities of Licensee as permitted herein. All aspects of the signage, including the number, size, placement, duration of placement and design shall be subject to the approval of Licensor, in its sole discretion and must be removed at the end of each event.

Signed, sealed, and delivered in the presence of:

IN WITNESS WHEREOF, the parties have executed this License Agreement on the date above written.

*LICENSOR: CITY OF KEY WEST,
FLORIDA*

ATTEST:

Cheryl Smith, City Clerk

By: _____
Patti McLauchlin, Interim City Manager

LICENSEE:

WITNESS

Print Name

By: _____
_____, Managing Member

Attachment D
Insurance Requirements

INSURANCE REQUIREMENTS

1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, the Promoter shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Promoter's Liability policies with the exception of the Promoter's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Promoter shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Promoter fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Promoter refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Promoter's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Promoter shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Promoter shall promptly authorize and have delivered such statement to the City.
- 1.07 The Promoter authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Promoter's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Promoter shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Promoter in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Promoter under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Promoter. The Promoter alone shall be responsible for the sufficiency of its own insurance program. Should the Promoter have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Promoter. No personal property owned by City used in connection with these business activities shall be considered by the Promoter's insurance company as being in the care, custody, or control of the Promoter.

- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Promoter shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Promoter.
- 1.17 If the Promoter utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Promoter will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Promoter. In addition, the Promoter will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Promoter contained within this Agreement. The Promoter shall obtain Certificates of Insurance comparable to those required of the Promoter from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Promoter's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Promoter from the direct primary responsibility Promoter has to the City hereunder. The City will look directly to Promoter for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Promoter unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

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

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each
Employee	

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

Commercial General Liability Insurance shall be maintained by the Promoter on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

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

Completed Operations Liability Coverage shall be maintained by the Promoter for a period of not less than four (4) years following expiration or termination of this Agreement.

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

Full Liquor Liability Insurance – The Promoter shall confirm that all vendors that sell alcoholic beverages are maintaining Full Liquor Liability coverage with minimum acceptable limits of \$1,000,000. Host Liquor Liability will **not** be sufficient to satisfy this requirement. The Promoter will confirm that both the Promoter and the City are included as Additional Insureds.

Attachment E
Local Vendor Certification Pursuant to City of Key West Ordinance
09-22
Section 2-798

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

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

- a) Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one (1) 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; and
- c) Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name: _____ Phone: _____ Current

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

Length of time at this address: _____

Signature of Authorized Representative

Date

NOTARY

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification.

Signature of Notary

Print, Type or Stamp Name of Notary
Title or Rank

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

Attachment F
Indemnification Form

CITY OF KEY WEST INDEMNIFICATION FORM

CONTRACTOR 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.

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.

COMPANY SEAL

PROPOSER: _____

Address

Signature

Print Name

Date

Title

NOTARY FOR THE PROPOSER

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____

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

or has produced _____ as identification.

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank

Attachment G
Anti-Kickback Affidavit

ANTI-KICKBACKAFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

BY: _____

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

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires: _____

Attachment H
Public Entity Crimes Form

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 OFFICE
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP, Bid or Contract No. _____ 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 _____ and my relationship to
(Please print name of individual signing)
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 entity 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(l)(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 t 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 a 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.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this _____ day of _____, 20_.

My commission expires:

NOTARY PUBLIC

Attachment I
Non-Collusion Declaration and Compliance

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____, _____

I, _____, hereby
(NAME)
declare that I am _____ of _____
(TITLE) (FIRM)
Of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or

other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

PROPOSER: _____ (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____, _____

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT
IN THE BID BEING DECLARED NONRESPONSIVE**

Attachment J
Cone of Silence Affidavit

CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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

(signature)

(date)

Sworn and subscribed before me this _____ Day of _____, 2018.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

Attachment K
Equal Benefits for Domestic Partners

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 Ordinance
Sec. 2-799.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2015.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

EXHIBIT A

EXHIBIT A – Red Box denotes area for Farmers Market

