# THE CITY OF KEY WEST

3140 Flagler Ave
Key West, FL 33040

August 25, 2013

To: All Prospective Bidders

Pursuant to the City of Key West's Code of Ordnances Section 2-769: Invitation to Bid (ITB), the City is soliciting competitive sealed bids for ITB No. 13-020: PORT AND MARINA SECURITY SERVICES which contains the following documents.

City of Key West Bid No.13–020 contains the following documents:

Bid Document eighteen (18) pages in length
Public Entity Crimes Certification two (2) pages in length
Anti-Kickback Affidavit one (1) page in length
City of Key West Indemnification one (1) page in length
Local Vendor Certification one (1) page in length
Domestic Partnership Affidavit five (5) page in length
Cone of Silence Affidavit four (4) page in length
Contract Forms fourteen (14) pages in length
Conditions four (4) pages in length
Scope of Services four (4) pages in length
Key West Bight/City Marina Security Policy five (5) pages in length

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). Please contact Martha Arencibia, Acting Port Director (305) 809-3790 with questions concerning the project.

Firms/corporations submitting a Bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Anti-Kickback Affidavit, Public Entity Crimes Certification, Local Vendor Certification, Domestic Partner Affidavit, Cone of Silence Affidavit past work history, etc.

# BID DOCUMENTS

# FOR

# PORT AND MARINA SECURITY SERVICES

CONSISTING OF:

BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS
SCOPE OF SERVICES

ITB PROJECT #:13-020

PREPARED BY:

THE CITY OF KEY WEST
KEY WEST, FLORIDA

August 25, 2013

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# PART 1

# BIDDING REQUIREMENTS

## INFORMATION TO BIDDERS

| | |
|---|---|
| SUBJECT: | ITB NO. 13-020: PORT AND MARINA SECURITY SERVICES |
| ISSUE DATE: | AUGUST 25, 2013 |
| PRE BID CONFERENCE: | MANDATORY: KEY WEST BIGHT FERRY TERMINAL, 100 GRINNELL ST, KEY WEST, FL, 11:30 A.M. ON SEPTEMBER 10, 2013 |
| MAIL BIDS TO: | CITY CLERK<br>CITY OF KEY WEST<br>3126 FLAGLER STREET<br>KEY WEST, FL 33040 |
| DELIVER BIDS TO: | SAME AS ABOVE |
| BIDS MUST BE RECEIVED: | SEPTEMBER 25, 2013 |
| NOT LATER THAN: | 3:00 P.M. LOCAL TIME |

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

**Enclosures**

## INVITATION TO BID

Sealed Bids addressed to the City of Key West (CITY), for the Invitation to Bid (ITB) # 13-020: PORT AND MARINA SECURITY SERVICES will be received at the office The Clerk of the City of Key West at 3126 Flagler Ave, Key West, Florida 33040, until 3:00 p.m., local time, on September 25, 2013 and then will be publicly opened and read. Any Bids received after the time and date specified will not be considered.

The City of Key West is requesting bids from Contractors specializing in Maritime Security to provide unarmed security service for selected City of Key West owned and leased properties including but not limited to Key West Bight, Key West Bight Ferry Terminal, City Marina, Mallory Square Cruise Ship Dock and the Outer Mole Pier Cruise Ship Dock at the Truman Waterfront.

MANDATORY PRE-BID CONFERENCE: KEY WEST BIGHT FERRY TERMINAL, 100 GRINNELL ST, KEY WEST, FL, 11:30 A.M. ON SEPTEMBER 10, 2013

Bid Documents may be obtained from DemandStar by Onvia or from the City of Key West website (www.keywestcity.com). Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

One (1) original, one (1) copy, and 2 CD copies or flash drives in PDF format of the Bid are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "ITB #13-020: PORT AND MARINA SECURITY SERVICES ", and addressed to the City Clerk.

Bidders must hold and furnish documentation of all State of Florida licenses, certifications, registrations or competency cards required in order to Bid and perform the work specified herein.

The successful Bidder will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award. The successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

A. City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Bidder to perform the work stated herein.

B. A valid Business Tax Receipt issued by the City of Key West.

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

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent

lowest, qualified Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

For information concerning the ITB, contact Sue Snider, City of Key West Purchasing Agent, telephone (305)-809-3815, email ssnider@keywestcity.com.

Prior to award by the CITY the successful Bidder must be able to prove that Bidder held State Licenses prior to submittal of Bid as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Bidder must be able to prove that Bidder holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the Bid document. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in Bid. The CITY may reject Bids: (1) for budgetary reasons, (2) if the Bidder misstates or conceals a material fact in its Bid, (3) if the Bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the Bid is conditional, (5) if a change of circumstances occurs making the purpose of the Bid unnecessary 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 Bid.

# INSTRUCTIONS TO BIDDERS

## 1. CONTRACT DOCUMENTS

FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference.

The intent of the Documents is to describe the BASIC SCOPE OF SERVICES (or part thereof) to be performed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Project Manager, in writing, at least ten (10) calendar days prior to the Bid opening, an interpretation thereof. Any interpretation or change in said Contact Documents will be made only in writing, in the form of addenda to the Documents which will be furnished through DemandStar to all registered holders of the Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

## 2. DESCRIPTION OF THE PROJECT

The scope of services can be found in Section 4. The Bidder will be required to complete all services as specified.

## 3. QUALIFICATION OF CONTRACTORS

Bidders must hold all licenses, certifications, registrations or competency cards required by Florida Statute and local ordinances in order to perform the work specified herein.

## 4. BIDDER'S UNDERSTANDING

Each Bidder must inform him/herself of the conditions relating to the execution of the services, and it is required that he/she will inspect the site(s) and make himself/herself thoroughly familiar with the Bid Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the contemplated services in strict accordance with the Bid Documents. It shall be the

Bidder's obligation to verify for himself and to his complete satisfaction all information concerning worksite conditions.

The Owner will make available to prospective Bidders upon request and at the office of the Project Manager, prior to Bid opening, any information that he/she may have as to conditions at the worksites.

Investigations conducted by the Project Manager of any locations were made for the purpose of study and design, and the Project Manager assumes no responsibility whatever in respect to the sufficiency or accuracy of data or other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof.

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

## 5. TYPE OF BID

### A. UNIT PRICES

The Bid for the work is to be submitted on a UNIT PRICE basis. The total amount to be paid the Contractor shall be the actual number of units used in the services. The owner reserves the right to enter into a contract for all or portions of the project.

### B. PREPARATION OF BIDS

### GENERAL

All blank spaces in the Bid form must be filled in, as required, in BLACK INK or TYPED. All price information will be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between amounts stated in writing and the amounts stated in figures.

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

Bidders shall not submit unbalanced Bids as requested in the breakdown of Bids.

Only one (1) Bid from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one (1) Bid for work contemplated, all Bids in which such Bidder is interested will be rejected.

**SIGNATURE**

The Bidder shall sign his/her Bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

**ATTACHMENTS**

Bidder shall complete and submit the following forms with his Bid or as otherwise identified in the Bid document:

- Bid Form,
- Public Entities Crime Form
- Anti – Kickback Affidavit
- City of Key West Indemnification
- Local Vendor Certification
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- At least three (3) years of current or recent projects of similar services shall be provided (dates of works and contacts including contact information shall be provided),
- A description of any previous or existing legal action against the Bidder within the past three (3) years. If none, Bidder shall state this fact in writing.
- All Bidders shall include with their Bid package their complete Bid on a CD or flash drive in one (1) PDF format file (two CDs or flash drives are required with the Bid)

**Note: if any of the items above or as required in other parts of the document are not included in the Bid, the Bid will be considered nonresponsive and therefore will be rejected unless City Commission directs otherwise.**

## 7. STATE AND LOCAL SALES AND USE TAX

The Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions shall pay all state and local sales and use taxes unless stated differently in these documents. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

## 8. SUBMISSION OF BIDS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the ITB. Bids must be made on the Bid forms provided herewith.

Each Bid must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the ITB. One original, one copy, and 2 CD copies or flash drives are required.

## 9. MODIFICATIONS OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telephone, fax, or email. If by telephone, fax, or email, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid. No Bid may be withdrawn after the time scheduled for the opening of Bids, unless the time specified in paragraph 12, AWARD OF CONTRACT, in these Instructions to Bidders shall have elapsed.

## 10. BID SECURITY (Not Applicable)

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the certification by a resident agent shall also be provided.

Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state.

## 11. RETURN OF BID SECURITY (Not Applicable)

Within fifteen (15) days after the award of the Contract or at the discretion of the Project Manager, the Owner will return the Bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than Bidder's

Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

## 12. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of the Bids, the Owner will accept one of the Bids or will act in accordance with the following Section 13 or the Part 13: Conditions of Bid. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest, responsive, qualified Bidder to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next lowest, responsive, qualified Bidder. Such award, if made, will be made within ninety (90) days after the opening of the Bids.

Bid Award will be the date of the Notice of Award letter. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The Owner reserves the right to reject any and/or all Bids because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Bids, and to accept any Bid that the CITY OF KEY WEST deems to be in the best interest of the Owner.

## 13. BASIS OF AWARD

The Owner on the basis of that Bid will make the award on base bid or a combination of base bid and alternate bids from the lowest, responsive, qualified Bidder that in the Owner's sole and absolute judgment will serve the best interests of the Owner.

If at the time this Contract is to be awarded, the total of the lowest acceptable Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all Bids or take such other action as best serves the Owner's interest.

## 14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving notice of award, sign and deliver to the Owner the Contract together with the acceptable insurance certificates as required in these Documents. Within ten (10) working days after receiving the signed Contract, with acceptable insurance from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

## 15. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS (Not Applicable)

The Bidder who has a contract awarded to him/her and who fails to promptly and properly execute the contact shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by the Owner, and it is agreed

that said sum is a fair estimate of the amount of the damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Bid Bond. Performance and Payment Bonds will not be required as part of this contract.

## 16. CONTRACT TERM

Terms shall be for three (3) years with an option to renew for an additional two (2) years. The City agrees to pay to the Contractor the hourly prices, as outlined in the Bid Form. The City will allow an annual CPI-U (for Miami/Ft. Lauderdale) increase, not to exceed 3% annually, beginning on the date of the signed Agreement and every anniversary date thereafter for the base three (3) year term. Hourly prices for the additional two (2) year option, if exercised, will be agreed upon by both parties before the exercise of such option.

## 17. PAYMENT TERMS

The Contractor will bill the City on a monthly basis. Terms of payment will be a maximum of 45 days from receipt of invoice. The Contractor may bill the City on a more frequent basis if agreed upon by the Project Manager. The Contractor may also bill the City for materials on site once proof of delivery and storage is provided.

## 18. LICENSES, PERMITS, AND FEES

The Contractor is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work as stated in the sections of this Bid document. The licenses, permits, and fees that are required by the City of Key West are listed in Part 1: City of Key West Licenses, Permits, and Fees. The Contractor shall verify the list with the appropriate City of Key West Departments.

## CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during scope of work for all licenses, permits, and fees REQUIRED BY THE CITY OF KEY WEST and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, Business Tax Receipt

Note: Bidder shall verify each license, permit, or fee before submitting the Bid.

**LICENSES, PERMITS, AND FEES THAT MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES, OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.**

Notice to Bidder: Use Black Ink or Type For Completing the Form.

**BID**

**To:** CITY CLERK
CITY OF KEY WEST, FLORIDA
3126 FLAGLER AVE
KEY WEST, FLORIDA 33040

**Project Title:** PORT AND MARINA SECURITY SERVICES

**Project No.:** ITB No. 13-020

**BIDDER'S INFORMATION**

**Name:** _____

**Address:** _____

_____

_____

**Contact Name:** _____

**Email:** _____

**Telephone:** _____

**Fax:** _____

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

The Bidder further declares that he/she has carefully examined the Contract Documents for the project that he/she has personally inspected the site that he/she has satisfied himself/herself as conditions of work involved.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

## CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

## ADDENDA

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

## SALES AND USE TAXES

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

## PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted CONTRACTOR list."

## INSURANCE AND INDEMNIFICATION

All Contractors and Subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

| | |
|---|---|
| Commercial General Liability Limits: | $2,000,000 Aggregate<br>$1,000,000 Each Occurrence<br>$2,000,000 Products-Comp / Op Aggregate<br>$1,000,000 Personal & Advertising Injury<br>$300,000 Fire Damage / Legal |
| *Coverage must include the following:* | |
| - Contractual Liability | - Commercial Form |
| - CG2010 (1185) or Equivalent | - Broad Form Property Damage |
| - No exclusion for XCU | - Premises / Operations |

| | |
|---|---|
| - Products / Completed Operations<br>- Personal Injury | - Independent Contractors (if any part of the work is to be subcontracted out) |
| Automobile Liability: | $1,000,000 Combined Single Limit<br>(Include Hired & Non-Owned Liability) |
| Professional Liability: | $0 Per Claim/Aggregate |
| Additional Umbrella Liability: | $0 Occurrence/Aggregate |
| Worker's Compensation:<br>Employer's Liability: | Statutory<br>$1,000,000 Each Accident<br>$1,000,000 Disease-Policy Limit<br>$1,000,000 Disease-Each Employee |

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation and professional liability. CONTRACTOR's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

CONTRACTOR must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

CONTRACTOR's policies must be endorsed to give no less than thirty (30) days' notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to CONTRACTOR.

## BID FORM

## PORT AND MARINA SECURITY SERVICES

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

| LOCATION | UNBURDENED HOURLY RATE ($)[1] | RATE IN WORDS | BURDENED HOURLY RATE ($)[2] | RATE IN WORDS | YEARLY TOTAL ($) |
|---|---|---|---|---|---|
| **Mallory Square** | | | | | Not Applicable |
| **Outer Mole Pier** | | | | | Not Applicable |
| **Key West Bight** | | | | | |
| **City Marina** | | | | | |
| **Key West Bight Ferry Terminal** | | | | | Not Applicable |

**[1] Direct Labor Cost**

**[2] Direct Labor Cost, O/H, G&A, Profit**

**Note: The City reserves the right to request a Certificate of Current Cost or Pricing Data to certify the hourly rates above**

SUBCONTRACTORS

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

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

This address is where all communications concerning this Bid shall be sent.
The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

| Name | Title |
| --- | --- |
| | |
| | |
| | |

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____day of _____, 20__.

(SEAL)

Name of Corporation

By: _____

Title: _____

Attest: _____

Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this _____day of _____, 20__.

Signature of Bidder _____

Title_____

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

**PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES**

**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 Bid, 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. Them has been a subsequent proceeding before a hearing officer of the Sate 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

## ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES

STATE OF _____ )
: SS
COUNTY OF _____ )

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

By: _____

Sworn and subscribed before me this

_____ day of _____, 20__.

_____
NOTARY PUBLIC, State of _____at Large

My Commission Expires: _____

## CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR:_____ SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

_____
Date

## LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

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

a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.

b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.

c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
- Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name

Phone:

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

Fax:

Length of time at this address

_____
Signature of Authorized Representative

_____
Date

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
(type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

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

_____
Title or Rank

## EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES

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 _____, 20___.

_____
NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

## City Ordinance Sec. 2-799
## Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

(1) ***Benefits*** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.

(2) ***Bid*** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.

(3) ***Cash equivalent*** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.

b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.

c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.

(4) ***Contract*** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.

(5) ***Contractor*** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.

(6) ***Covered contract*** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars ($20,000).

(7) ***Domestic partner*** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may

institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

(8) ***Equal benefits*** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

(1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

(2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.

(3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.

(4) 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 into such covered contract.

(5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.

(6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.

(7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

(c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

(1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
(2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
(3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
(4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d) Enforcement. If the contractor fails to comply with the provisions of this section:

(1) The failure to comply may be deemed to be a material breach of the covered contract; or
(2) The city may terminate the covered contract; or
(3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
(4) The city may also pursue any and all other remedies at law or in equity for any breach;
(5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

(1) The contractor does not provide benefits to employees' spouses.
(2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
(3) The contractor is a governmental entity.
(4) The sale or lease of city property.
(5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Contractors' Competitive Negotiation Act").
(6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with

the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

(7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:

a. The covered contract is necessary to respond to an emergency.
b. Where only one bid response is received.
c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.

(f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.

(g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

## 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).

Sworn and subscribed before me this

_____ day of _____, 20___.

_____
NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

## Sec. 2-773. Cone of Silence

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

1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Completive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.

3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.

5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;

2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;

2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

3) Oral communications at duly noticed pre-bid conferences;

4) Oral presentations before publically noticed evaluation and/or selection committees;

5) Contract discussions during any duly noticed public meeting;

6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;

7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or

8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.

3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

# PART 2

# CONTRACT FORMS

**Notice of Award**

Date

Company
Attention:
Address
City, State, Zip

Project: PORT AND MARINA SECURITY SERVICES : ITB No: 13-020

Dear:

At a meeting of the Key West City Commission held on _____, 20__, your firm, _____ was awarded the contract for PORT AND MARINA SECURITY SERVICES for the hourly rates as specified on the bid form.

Enclosed please find two (2) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office within ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents; an original and two copies are acceptable.

A copy of your City of Key West Business Tax Receipt must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3790.

Sincerely,

Martha Arencibia
Acting Port Director

# AGREEMENT BETWEEN THE CITY OF KEY WEST
# AND

# FOR PORT AND MARINA SECURITY SERVICES

This Agreement is made and entered into by and between the City of Key West, Florida, a municipal corporation of the State of Florida, whose address is 3126 Flagler Street, Key West, Florida 33040 (hereinafter referred to as "CITY") and _____ a Florida Corporation, whose address is _____ hereinafter referred to as the CONTRACTOR.)

WITNESSETH:

The CONTRACTOR, in consideration of the unit prices to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB #13-020 PORT AND MARINA SECURITY SERVICES, Key West, Florida to the extent of the Proposal made by the Contractor, dated the _____ day of 2013, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS, AND SCOPE OF WORK.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the unit price amounts on the bid form as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

WHEREAS, the CITY by Resolution No. XXXXX accepted the bid of CONTRACTOR to provide security services to CITY; and

WHEREAS, the parties agree as follows:

1. CONTRACTOR shall provide unarmed security services to City of Key West owned, operated, or leased properties including, but not limited to the Outer Mole Pier, Mallory Square, Key West Bight, City Marina and the Key West Ferry Terminal, as described in the bid specifications or modifications thereto contained in ITB 13-020, which is incorporated by reference hereto.

2. CONTRACTOR is an independent contractor, and at its own cost and expense, shall perform the services as authorized by Purchase Order issued by CITY, and shall provide all materials, tools, labor, appliances, machinery, vehicles, and appurtenances necessary to perform the services.

3. All services shall be performed in a professional manner and form as required by all applicable Federal, State, and local rules, regulations, laws, codes, and ordinances, and in accordance with the "Contract Documents". Transportation Workers Identification Card (TWIC) and City of Key West Port Access badging is required by all CONTRACTOR personnel.

4. CONTRACTOR shall have a Training Plan which will be presented to City upon request.

5. In consideration of the performance of the services as set forth in ITB 13-020, the City agrees to pay to the CONTRACTOR the hourly prices as outlined in the Bid Form in accordance with ITB 13-020, or as otherwise herein provided.

6. At certain times ships may stay longer then scheduled. CONTRACTOR will provide security services at the rate designated in ITB 13- 020, for those additional hours with little or no notice.

7. In addition to any other remedies for failing to strictly adhere to the requirements of this Agreement, and without waiving any right to enforce any provision of this Agreement, City and CONTRACTOR agree that the following measures may be instituted by City for CONTRACTOR'S failure to meet the service requirements in ITB 13-020. Should the CONTRACTOR be unable to provide the required services as described in this contract and related bid documents, then the City may provide services using Key West Police Department personnel at the established detail rate. The cost of those services will be borne by the CONTRACTOR. CONTRACTOR shall notify City 48-hours prior to any day when CONTRACTOR knows or has reason to believe that an insufficient number of security personnel are available to cover required security services.

8. The CONTRACTOR shall have permanent representation of supervisory capacity residing in Key West or within 30 miles of Key West and shall have the ability on short notice to provide additional security needs within a minimum of twelve (12) hours of notification by the City. It is also understood that cruise ship schedules are subject to change and/or cancellations with requires the CONTRACTOR to provide for flexible scheduling of security personnel.

9. CONTRACTOR will maintain a 24-hour cell phone/office contact number with a supervisor.

10. CITY shall pay CONTRACTOR within forty-five (45) days from the date of receipt of a correct and approved written invoice for payment.

12. The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR, its employees or agents, in the performance of this Agreement as indicated in ITB 13-020.

13. The CONTRACTOR'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 CONTRACTOR's limit of or lack of sufficient insurance protection.

14. This Agreement is for a term of three (3) years from the date this Agreement is executed by both parties. The CONTRACTOR and City Commission may renew the Agreement on the same terms and conditions, for an additional two (2) calendar year period, with an increase negotiated by both parties, if mutually agreed to by the parties at least sixty (60) calendar days prior to the contract expiration. If not renewed prior to the time specified, CITY may proceed to go out for bid for the services.

15. City shall have the right to terminate this contract with or without cause upon thirty (30) calendar days written notice to CONTRACTOR. CONTRACTOR shall have the right to terminate this Agreement with or without cause upon sixty (60) calendar days written notice to City.

16. CONTRACTOR may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity.

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

18. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights.

20. Any notices sent shall be sent to the parties by U.S. mail as follows:

**CITY OF KEY WEST**
Dir. Port Operations
PO Box 6434
Key West, FL 33041-6434
305-809-3790

With a copy to
Key West City Attorney
PO Box 1409
Key West, Fl. 33040

**CONTRACTOR**

**SIGNATURE PAGE FOR**
**AGREEMENT FOR**
**PORT AND MARINA SECURITY SERVICES**

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this _____day of _____ 2013.

Attest:

CITY OF KEY WEST, FLORIDA

_____
Cheryl Smith, City Clerk

By: _____
Bob Vitas, City Manager

WITNESS

_____
Name: _____
Title:_____

By:_____

# SAMPLE INSURANCE FORMS

## VENDOR insurance/indemnity language

Insurance

VENDOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the VENDOR shall provide the minimum limits of liability insurance coverage as follows:

| | | |
|---|---|---|
| Auto Liability | $1,000,000 | Combined Single Limit |
| General Liability | $2,000,000 | Aggregate |
| | $2,000,000 | Products Aggregate |
| | $1,000,000 | Any One Occurrence |
| | $1,000,000 | Personal Injury |
| | $ 300,000 | Fire Damage/Legal |
| Professional Liability (if appl.) | $1,000,000 | Per Claim / Aggregate |
| **Additional Umbrella Liability** | $_,000,000 | Occurrence / Aggregate |

VENDOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies—excepting Professional Liability, if required—on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. VENDOR will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the VENDOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the VENDOR who is performing any labor, services, or material under the Contract. Further, VENDOR shall additionally maintain the following minimum limits of coverage:

| | |
|---|---|
| Bodily Injury Each Accident | $1,000,000 |
| Bodily Injury by Disease Each Employee | $1,000,000 |
| Bodily Injury by Disease Policy Limit | $1,000,000 |

If the work is being done on or near a navigable waterway, VENDOR's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. VENDOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

VENDOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

VENDOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. VENDOR will notify City of Key West immediately by telephone at

## VENDOR insurance/indemnity language

(305) xxx-xxxx any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the VENDOR.

Indemnification

To the fullest extent permitted by law, VENDOR 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 VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages caused in whole or in part by any act, omission, or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of VENDOR or its subcontractors, material men, or agents of any tier or their respective employees.

Indemnification by VENDOR for Professional Acts. VENDOR hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of VENDOR's negligent acts, errors or omissions or intentional acts in the performance of VENDOR's services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and VENDOR, they shall be borne by each party in proportion to its negligence.

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

**ACORD™** # CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTACT NAME:

PHONE (A/C, No, Ext): FAX (A/C, No):

E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
**Vendor Sample**

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | | |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | | |
| | X ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | X | X | | | | BODILY INJURY (Per person) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | X UMBRELLA LIAB / X OCCUR | | | | | | EACH OCCURRENCE | $ ,000,000 |
| | EXCESS LIAB / CLAIMS-MADE | X | X | | | | AGGREGATE | $ ,000,000 |
| | DED / X RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| | **Professional Liability (if applicable)** | | | | | | **Per Claim** | $1,000,000 |
| | | | | | | | **Aggregate** | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Key West
P.O. Box 1409
Key West, FL 33041-1409

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

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

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

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


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

# EARLIER NOTICE OF CANCELLATION PROVIDED BY US

**Number of Days Notice** 30

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

**Schedule**

**Name of Person or Organization**

**Mailing Address**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

| **Name Of Person Or Organization:** |
|---|
| |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.


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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by_____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

# PART 3
# CONDITIONS

# CONDITIONS OF BID
# CITY OF KEY WEST

## 1. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

a. The enclosed Bid Response Form is to be used, other forms may be rejected.
b. All information required by the Bid form shall be furnished. The BIDDER shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
c. Bid delivery time must be shown and shall include Sundays and holidays.
d. BIDDER shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
e. All Bids shall be submitted in original plus one copy and 2 CDs or flash drives containing the complete Bid in PDF format.
f. BIDDERs are advised that all CITY OF KEY WEST contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

## 2. DESCRIPTION OF SUPPLIES:

a. Any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand, which meets the quality of the specifications for any item.

## 3. SUBMISSION OF BIDS:

a. Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the BIDDER, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
b. Bids must be submitted on the form furnished. Telecopy Bids will not be considered.
c. Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.
d. Bid prices must remain in effect for ordering up to three (3) months from Bid opening date.

## 4. REJECTION OF BIDS:

a. The CITY OF KEY WEST may reject Bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the BIDDER misstates or conceals a material fact in his/her Bid, (3) if the Bid does not strictly conform to the law or is non-responsive to the Bid requirements, (4) if the Bid is conditional, or (5) if a change of circumstances occurs making the purpose of the Bid unnecessary to the CITY OF KEY WEST. The CITY OF KEY WEST may also waive any minor informalities or irregularities in any Bid.

## 5. WITHDRAWAL OF BIDS:

a. Bids may not be withdrawn after the time set for the Bid opening for a period of time as specified in the Instruction to BIDDERs.
b. Bids may be withdrawn prior to the time set for Bids opening. Such request must be in writing addressed to the City Clerk.

## 6. LATE BIDS OR MODIFICATION:

a. Bids and modifications received after the time set for the Bid opening will not be considered.
b. Modifications in writing received prior to the time set for the Bid opening will be accepted.

## 7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

a. BIDDERs shall comply with all local, state and federal directives, orders and laws as applicable to this Bid and subsequent contract(s) including, but not limited to:

1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
2. Minority Business Enterprises (MBE), as applicable to this contract.
3. Occupational Safety and Health Act (OSHA), as applicable to this contract.

## 8. COLLUSION:

a. The BIDDER by affixing his/her signature to this Invitation to Bid, agrees to the following: "BIDDER certifies that his/her Bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a Bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

## 9. VARIANCE IN CONDITIONS:

a. Any and all special conditions and specifications attached hereto, which vary from General Conditions, shall have precedence.

## 10. APPROPRIATIONS CLAUSE:

a. If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposed in the City's annual budget for the next succeeding fiscal year.

## 11. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

a. If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, he/she may submit to the Finance Director on or before ten calendar (10) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the Bid, if made, will be made only by

Addendum duly issued. Such addendum will be made available through the DEMANDSTAR web site. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract.

## 12. DISCOUNTS:

a. BIDDERs may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for Bid evaluation proposed. BIDDERs are encouraged to reflect cash discounts in the unit price quoted.

b. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or form the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

## 13. AWARD OF CONTRACT:

a. The contract will be awarded to the lowest responsive and responsible BIDDER whose Bid, conforming to the Request for Bid, is most advantageous to the City, prices and other factors considered.
b. The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the BIDDER qualifies his/her Bid by specified limitations as provided in four (4).
c. If two (2) or more Bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded according to City Ordinance Section 2-835(c).
d. Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
e. A written award of acceptance (Purchase Order) and a signed contract, mailed or otherwise furnished to the successful BIDDER shall result in a binding contract without further action by either party.

## 14. LOCAL PREFERENCE:

a. Pursuant to City Code Section 2-798 the City of Key West policy of local preference is applied to Bids submitted by qualified local businesses.

## 15. DAMAGE:

a. Successful BIDDER(s) will be responsible for making any and all claims against carriers for missing or damaged items.

## 16. SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company, having his/her 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.

# PART 4
# SCOPE OF SERVICES

**City of Key West**
**Scope of Services for Port and Marina Security Service**

The City of Key West is requesting bids from qualified entities to provide security service for cruise ship passengers and crew arriving at the Outer Mole Pier at the Truman Waterfront and Mallory Square, and security services for the Key West Bight and City Marina facilities. The City receives an annual average of 100 ships at the Outer Mole Pier and 30 ships at Mallory Square.

Terms shall be for three (3) years with an option to renew for an additional two (2) years. The City agrees to pay to the Contractor the hourly prices, as outlined in the Bid Form. The City will allow an annual CPI-U (for Miami/Ft. Lauderdale) increase, not to exceed 3% annually, beginning on the date of the signed Agreement and every anniversary date thereafter for the base three (3) year term. Hourly prices for the additional two (2) year option, if exercised, will be agreed upon by both parties before the exercise of such option.

All bidders shall submit a package that identifies qualifications, experience, and ability to meet insurance requirements, description of methods for employee training programs for better safety and customer service procedures and sufficient staffing to accomplish the task.

All bids will have a validity period of 90 days from the date of the bid opening.

The City reserves the right to terminate for convenience any contract arising from the ITB with 30 days advance notification.

**Qualifications/Requirements**

Provide unarmed security to selected City of Key west owned and leased properties which may include, but are not limited to, the Outer Mole Pier at the Truman Waterfront, Mallory Square, Key West Bight Marina, Key West Bight Ferry Terminal and City Marina.

All services will be under the supervision of the Key West Police Department (KWPD) or authorized City representatives. Each property will require specific security services and may be modified by the KWPD or City representative as necessary. Additionally, it is anticipated that additional services may be required of the Contractor from time to time at other city properties or events.

Minimum Security Services Requirements

- A valid State of Florida Class D Security License is required for all security personnel.
- A valid Transportation Workers Identification Card (TWIC) is required for all security personnel.
- Contractor shall have permanent representation of supervisory capacity residing in the City of Key West or with 35 miles of Key West. Supervisor shall have the ability to provide for additional security within a minimum of twelve (12) hours notification by the City. Supervisor will not be a full time shift standing security officer. Supervisor will be required to respond to any incident in person within 2 hours.

- Contractor acknowledges that cruise ship schedules are subject to change/modification which requires the Supervisor to provide for flexible scheduling.
- All security services performed shall comply with local, state, and federal requirements and shall be coordinated with the City of Key West Police Department. Where applicable the security service shall be in compliance with the City of Key West Port Security Plan or as designated by the Director of Port Operations and/or the Facility Security Officer (FSO) for the City of Key West.
- Contractor will also comply with the marina security policy (attached)

**Additional Contract Criteria**

- Multiple tardiness or failure to show up for assigned shifts by Contractor security personnel may result in immediate dismissal of the offender. The final decision on dismissal will be the City of Key West's designated FSO
- All Contractor security personnel must be proficient in speaking and understanding English.
- All Contractor security personnel must be carry a cell phone that can be reached at all times during a shift by City personnel
- All Contractor security personnel must wear a company issued uniform approved by the City FSO.
- Contractor shall maintain a 24-hour cell phone contact number with a local supervisor.
- Use of electronic devices other than cell phones is prohibited. Limited cell phone use will be permitted when appropriate.
- Contractor is required to fill "no shows" positions within 30 minutes. Failure to do so will result in implementation of the penalty clause.
- Contractor will participate in monthly operations meetings with City Staff and Key West Police Department officers and local Contractor Supervisor.
- Security personnel working at the Key West Bight will be required to support calls to the Key West Park and Ride on Grinnell Street and throughout the Key West Bight and shall report general maintenance issues such an lights being out or doors left unlocked.
- Contactor is responsible for replacement costs for any City issued equipment such as time clock wands that are damaged or lost by security personnel.

**Anticipated security requirements for each facility**

**Outer Mole Cruise Ship Pier**

- Five (5) guards for nine (9) hour shifts for approximately 100 port calls per year
- Guards will be manning a security checkpoint conducting access control

**Mallory Square**

- Two (2) guards for nine (9) hour shifts for approximately 30 port calls per year
- Guards will be manning a security checkpoint conducting access control.

**Key West Bight/Key West Ferry Terminal**

- One (1) guard from 8:00 pm until 6:00 am. Monday – Friday
- One (1) guard for 24 hours. 6:00 AM Saturday – 6:00 AM Monday

***During periods of heightened security**

- Two (2) guards from 12 noon to 2:00 pm and from 4:00 pm until 6:00 pm at Ferry Terminal

**Garrison Bight**

- One (1) guard daily from 6:00 PM until 4:00 AM.

# ATTACHMENT A

# Key West Bight / City Marina Security Policy

**Purpose**

Security at the City marina properties is an important City staff function that enforces marina rules and regulations, identifies individuals breaking City laws and codes, monitors tenant properties and belongings, and enforces marina/City parking regulations. This policy has been developed so that staff, security personnel and the public knows and understands the policy itself and the procedures that allow the policy to be implemented.

**Definitions**

| | |
|---|---|
| Policy | Is a statement describing a course of action to be taken when dealing with specific circumstances |
| Procedure | A detailed process that shall be taken when dealing with specific circumstances |
| Security Officer | City associates that are hired to patrol properties to enforce rules and regulations, intervene in disruptive occurrences and to prevent theft and vandalism. |
| Check Points | A series of electronic markers throughout the property which are recorded by a security wand the Security Officer carries to monitor and record the Security Officers activities during his or her tour of duty. |
| Tour of Duty | The daily / nightly shift Security Officers are scheduled to guard the property. |
| Security Supervisor | City Staff in charge of scheduling, monitoring, instructing and informing Security Officers of impending problems or areas of concern on the property. |

**Policy**

Security Officers will patrol their perspective properties in a random manner throughout their scheduled shift enforcing rules and regulations. Violations or infractions will be corrected, documented to the Dockmaster or Supervisor of the property and if necessary will be reported to a law enforcement agency. Any ongoing or suspected problems that the Security Officers are informed of will be given special attention during their shift.

**Procedures**

- Security Officers will maintain a uniform dress code specified by the City. Uniforms will be worn in a professional manner at all times. The appearance of security is of the utmost importance.
- Security Officers will be courteous to all users of City properties that they are responsible for during their watch.

- Security Officers will be tactful in making rounds and should not consider the rounds to ever be routine or follow the same pattern. It is the responsibility of the Officer to adjust pattern or routine each shift unless otherwise specified by the security supervisor.
- Security Officers should not engage in any hostile, verbal, or physical contact with any user of the properties. Security is restricted to observing, warning, recording the incident, and contacting local, state or government law enforcement if necessary.
- Security Officers will be provided with and use as necessary, a current employee phone contact list and will be advised by their Supervisor who to call for different types of emergencies. A complete phone list of all tenants will also be provided to the Security Officer.
- Security Officers will record all irregular activities during their tour of duty in the security log book, answer and make record of all incoming phone calls that are received on cell phone.
- Any check point gaps of more than 15 minutes must be explained in the log book. Explanations will include breaks and lunches / dinners.
- After hours security will be provided a daily slip matrix indicating all occupied, reserved and vacant boat slips in the marina. Incoming vessels will be directed to their reserved slips. Vessels without reservations will be recorded including name of boat, registration numbers, location in marina, time of arrival and name of owner with phone number if possible. All boats found in vacant locations will be recorded and noted for the attention of the Dockmaster. The slip matrix will be returned to the Dockmaster office or other area as determined by the supervisor at the end of each shift.
- There is no free dockage at either marina with the exception of the two-hour courtesy dock behind the Half Shell Raw Bar at Key West Bight. This dock is for temporary docking with a 2-hour maximum stay. Persons using the dock over the 2-hour limit will be warned, recorded and reported to the Dockmaster.
- At all times Security Officers will be watchful for any vessel or building on the property that shows signs of distress. Smoke, sparks, warning sirens, obvious vandalism or signs of break in will be reported to Fire or Police agencies immediately followed up by notifying the Supervisor or Supervisor's designee if necessary. Supervisor or designee will be notified immediately if any vessel other than dinghies shows signs of sinking. Sinking dinghies will be pumped out if possible and noted on the slip matrix. Security Officers will have knowledge of and access to an emergency pump that can be placed in a sinking vessel until additional help arrives.
- During the tour of duty Security Officers will document any and all lights that are out on the property as well as what could be considered safety hazards so they can be addressed by staff the following day.
- Security Officers will become familiar with the people occupying tenant vessels and those staying at the marina for extended periods of time. If there is any doubt whether a person should be on any vessel the person or people shall be questioned and asked to produce identification which will be recorded. Further suspicion will result in contacting Key West Police Department and the owner of the vessel. The incident will be recorded. This is a very important function for Security Officers.
- The purpose of Security Officers is to guard the property as a whole. Preferential treatment to individual tenants or spending time in tenant businesses is not allowed.
- Security Officers will perform their tour of duty alone. Even when two Security Officers are on duty at the same time tours will be performed separately. Allowing friends,

relatives, spouses, etc. to accompany Security Officers during their tour will be grounds for disciplinary action.

- Golf carts or other means of City transportation will only be allowed with Supervisor's knowledge and permission.
- The daytime Security Officer will patrol both Key West Bight and City Marina at Garrison Bight. The City has provided the Security Officer with a scooter to go back and forth between marinas only. Use of the scooter elsewhere in the City is prohibited without permission of the Marina Manager. A helmet will be worn at all times the scooter is used. The scooter is for the use of the security officer only. It is the daytime Security Officer's responsibility to secure the scooter during the tour of duty and at the end of the shift to prevent theft and vandalism.
- The use of personal cell phones during the tour of duty shall be kept at an absolute minimum. The uses of mp3 devices (or equivalent), blue tooth phones or any other device that will distract the Security Officer's attention are not allowed.
- Supervisors / Dockmasters will review log books, slip matrix's and download security wands daily at the beginning of their shifts and take action as necessary upon review. Unusual activity recorded from the previous tour of duty will be forwarded to the Marina Manager via E-mail after review.
- Security Officers are expected to report for their tour of duty on time and remain on the property for their entire shift. If an emergency occurs and Security Officers cannot report for their shift, they must contact their Supervisor as far in advance as possible. The Supervisor will then contact another Security Officer or staff member to cover that shift. In the unlikely event that the shift cannot be covered, Key West Police Department will be contacted, notified of the absence of a guard on the property and asked to provide additional coverage for the property during that shift. The Marina Manager will be notified if this occurs who in turn will notify the Port Director. Notification must take place before the unattended tour of duty commences. If a Security Officer does not show up for work without notifying their Supervisor it will be considered job abandonment and equivalent disciplinary action will be enacted.
- All complaints, concerns, suggestions provided to staff will be directed to the Supervisor immediately so they can be considered or relayed to Security Officers as soon as possible.