

CONTRACT DOCUMENTS FOR:



INVITATION TO BID # 004-16 SHUTTLE SERVICES FOR CRUISE SHIP PASSENGERS

OCTOBER 2015

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CITY OF KEY WEST
KEY WEST, FLORIDA

INVITATION TO BID DOCUMENTS

for

SHUTTLE SERVICES FOR CRUISE SHIP
PASSENGERS

KEY WEST, FLORIDA

October 21, 2015

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PART 1

GENERAL BID

REQUIREMENTS

INVITATION TO BID

Sealed BIDS for the City of Key West Invitation to Bid (ITB) #004-16 SHUTTLE SERVICES FOR CRUISE SHIP PASSENGERS, addressed to the City of Key West, will be received at the Office of the City Clerk, 3126 Flagler St., Key West Florida, 33040 until 3:00 pm on November 18, 2015 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 Port is requesting BIDS from qualified entities to provide shuttle service for cruise ship passengers and crew arriving on vessels that moor at the Outer Mole Pier on the Truman Waterfront.

Please submit one (1) original and one (1) flash drive with one single PDF file of the sections entitled "BID Requirements" and "Contract Forms". BID package is to be enclosed in a sealed envelope, clearly marked on the outside "BID FOR SHUTTLE SERVICES FOR CRUISE SHIP PASSENGERS" addressed and delivered to the City Clerk at the address noted above.

The full Request for BID may be obtained from Demand Star by Onvia or the City of Key West website (www.cityofkeywest-fl.gov). Please contact Demand Star at www.demandstar.com or call 1-800-711-1712.

The BIDDER will be required to furnish documentation with his BID showing that he is in compliance with any and all licensing requirements of the State.

The BIDDER shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- City of Key West Business Tax License Receipt

Compliance with these provisions is required before the firm can enter into the agreement contained in the Contract Documents.

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

Before a Contract will be awarded for the work contemplated herein, the CITY OF KEY WEST will conduct such investigation as is necessary to determine the performance record and ability of the apparent low 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 CITY OF KEY WEST to evaluate the BIDDER's qualifications.

For information concerning the proposed work please contact Doug Bradshaw, Port and Marine Services Director by email at dbradshaw@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

As stated above at the time of the BID submittal the BIDDER must provide satisfactory documentation of State Licenses. The BIDDER shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. 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 CITY OF KEY WEST may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the BIDDER misstates or conceals a material fact in its 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, (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 formalities or irregularities in any BID or (6) if such rejection is in the best interest of the CITY OF KEY WEST.

INSTRUCTIONS TO BIDDER

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed.

B. 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 work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the BIDDER should request of the Port and Marine Services Director, in writing (at least 10 calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. BIDDERS shall submit with their BIDS, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Services section.

3. BIDDER QUALIFICATIONS/ BID REQUIREMENTS

The prospective BIDDERS must meet the statutorily prescribed requirements before award of Contract by the CITY. BIDDERS must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein. Additionally all BIDDERS must meet the minimum qualifications as described in Required Qualifications section. Failure for a prospective bidder to successful document compliance with each stated qualification and/or requirement may render the bidder's bid non-responsive

4. BIDDERS UNDERSTANDING

Each BIDDER must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful BIDDER of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each BIDDER shall inform himself 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, 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 based on eighty percent (80%) of the total number of passengers and fifty percent (50%) of the crew members as evidenced on the manifest for each vessel docking at the Outer Mole Pier. The owner reserves the right to enter into a contract for all or portions of the project.

6. PREPARATION OF BID

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. No changes shall be made in the phraseology of the forms.

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 Request for BID.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY OF KEY WEST that any BIDDER is interested in more than one BID for work contemplated; all BIDS in which such BIDDER is interested will be rejected.

B. SIGNATURE

The BIDDER shall sign his 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 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 in 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 CITY prior to opening of BIDS or submitted with the BID, otherwise the BID will be regarded as not properly authorized.

C. ATTACHMENTS

BIDDER shall complete and submit the following forms with his BID:

- Anti-Kickback Affidavit
- Sworn Statement under section 287.133(3)(a) Florida Statutes, on public entity crimes
- Indemnification Form
- Local CONTRACTOR Form
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- All requirements listed in BID Submittal Requirements
- All required Insurance forms

7. STATE AND LOCAL SALES AND USE TAXES

Unless the contract documents contains a statement that the CITY 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. 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 Invitation to Bid.

BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL package and one (1) FLASH DRIVE containing a single PDF file of the entire bid package.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the BIDDER's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of BIDS, any BID submitted may be withdrawn by notice to the party receiving BIDS at the place designated for receipt of BIDS. Such notice shall be in writing over the signature of the BIDDER or by telegram. If by telegram, written confirmation over the signature of the BIDDER shall be mailed and postmarked on or before the date and time set for receipt of BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to BIDDERS shall have elapsed.

10. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of BIDS, the CITY OF KEY WEST will accept one of the BIDS or will act in accordance with the following paragraphs. 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, responsible BIDDER to sign the Contract and provide acceptable insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the second ranked BIDDER. Such award, if made, will be made within one hundred-twenty (120) days after the opening of BIDS.

The CITY OF KEY WEST reserves the right to accept or reject any or all BIDS, and to waive any informalities and irregularities in said BIDS.

11. BASIS OF AWARD

The Owner on the basis of that Bid will make the award on rate per passenger/crew 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.

12. EXECUTION OF CONTRACT

The successful BIDDER shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY two (2) original Contracts similar in the form hereto attached, together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. The Contract that is attached is a draft and the CITY OF KEY WEST reserves the right to modify. Within 10 working days after receiving the signed Contract from the successful BIDDER, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

13. TERM OF CONTRACT

It is anticipated that the CITY OF KEY WEST will enter into a three (3) year agreement, which thereafter may be extended upon written consent of both parties for additional two (2) year terms.

14. 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 has carefully examined the Contract Documents and that this BID is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this BID

15. 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.

16. SALES AND USE TAXES

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

17. 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 all licenses, permits, and fees REQUIRED BY THE CITY OF KEY WEST and payable to the City by virtue of this Contract is as follows:

- City of Key West Business Tax License Receipt

Note: Contractor shall verify each license, permit, or fee before submitting the bid. If the Contractor does not currently have permits or licenses to operate such vehicles in the City of Key West, the City will issue special vehicle licenses for each vehicle that the successful Bidder actually uses to provide the required service. These special vehicle licenses and the vehicles to which they are attached shall only be used to transport cruise ship passengers as described in this bid document and for no other purpose.

INSURANCE REQUIREMENTS

INSURANCE

CONTRACTOR 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 CONTRACTOR 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

Additional Umbrella Liability \$2,000,000 Occurrence / Aggregate

CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR 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, CONTRACTOR'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. CONTRACTOR 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.

CONTRACTOR'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.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 829-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

BID QUALIFICATIONS AND CONTRACT REQUIREMENTS

1. BIDDER must be able to transport a minimum of 1,500 passengers per hour from a ship docked at the Navy Outer Mole facility to pick up/drop-off points within the Key West Historic District.
2. BIDDER must propose a minimum of four (4) drop-off points that include at least one drop-off point on lower Duval, middle Duval, upper Duval, and the Key West Historic Seaport (Key West Bight). Passengers must be distributed as evenly as possible within these areas.
3. BIDDER must be able to guarantee that shuttle service can be provided for an unscheduled ship upon a minimum 12-hour notice by the City.
4. Vehicles used for transportation shall be representative of Key West, be part of the overall experience for the cruise ship passengers, and be able to protect the passenger during inclement weather.
5. BIDDER must demonstrate sufficient experience in providing similar services.
6. BIDDER must have the ability to field the required number of staff members to run the service and also provide a plan for back-up staff in the event of attrition or other unforeseen difficulties.
7. BIDDER must have a plan for ongoing driver safety and preventative maintenance and will be made a part of the contract. A copy of those documents will be provided to the City within 90 days of the contract being awarded.
8. Vehicles must be equipped with radio control from a base station.
9. BIDDER will be paid directly by the City on pre-established rates. The rates will be based on a per passenger/crew count as indicated by each vessel's U.S. Customs and Border Protection form #1300 (passenger/crew manifest)
10. Typical operating hours are between 6:30 a.m. and 8:00 p.m. with most vessels remaining in port up to 10-hours. Vessels staying longer than 10-hours will be subject to an agreed upon surcharge per vehicle
11. The City of Key West has the right to approve all written advertising and verbal announcements in or on the shuttle vehicle.
12. All persons entering Naval Air Station Key West property must be in possession of a valid Department Homeland Security Transportation Workers Identification Card (TWIC) and City of Key West Access badge. All credentials will be at the BIDDER's expense. With prior notification exceptions will be made for maintenance employees needed to repair disabled vehicles on the Outer Mole Pier.
13. If the BIDDER is unable to provide sufficient vehicles and staff to meet the requirement to move up to 1,500 passengers/crew an hour, a penalty will be implemented to cover the cost to the City to procure sufficient vehicles to meet the requirement at the City non-profit rate.

BID SUBMITTAL REQUIREMENTS

BIDS shall include, at a minimum, the following items:

1. Cover Letter. A one page cover letter containing:
 - The name of the person(s) authorized to represent the BIDDER in negotiating and signing any agreement which may result from the BID,
 - Entity name, address, phone, website and email address,
 - Provide a brief description of your firm, including its founding and history; number of employees; service areas; and, awards or other forms of recognition.
2. A description of methods for transporting passengers including description of the vehicles proposed to be used to provide service,
3. A description of your transportation plan for the cruise ship passenger including drop off points, transportation times (minutes) to and from each destination, passenger experience, inclement weather procedures, etc,
4. Proof of sufficient staffing, vehicles, and workload capacity to accomplish the task,
5. A description of employee training programs for better safety and customer service procedures,
6. A minimum of three (3) client references,
7. Previous work examples that demonstrate how you meet the qualifications/experience requirements listed,
8. A description of the maintenance and storage facilities that are used for the proposed vehicles,
9. All required attachments listed in Instructions to BIDDER.

BID FORM

OUTER MOLE CRUISE SHIP PASSENGER SHUTTLE SERVICE

Rate per passenger/crew \$_____

Rate per passenger/crew in words _____

Surcharge per vehicle for stays exceeding 10-hours

Rate per vehicle \$_____

Rate per vehicle in words _____

THE FOLLOWING WILL BE SUBMITTED WITH THE BID

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

_____	_____
_____	_____
_____	_____

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:

Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

BIDDER

The name of the BIDDER submitting this BID is

_____ doing business at

_____, _____, _____, _____
Street City State Zip

which is the address to which all communications concerned with this BID and with the Contract 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:

_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 20__.

Signature of BIDDER

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

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

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

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

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

whose business address is _____

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

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

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

and my relationship to the entity named above is _____

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

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

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

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

____The person or affiliate was placed on the convicted CONSULTANT list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted CONSULTANT list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted CONSULTANT 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
(Name of individual signing)

Signature in the space provided above on this _____day of _____, 20____.

My commission expires:

NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or its subcontractors, material men, or agents of any tier or their respective employees.

CONTRACTOR: _____

SEAL:

Address

Signature

Print Name

Title

DATE: _____

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

The undersigned, as a duly authorized representative of the CONTRACTOR listed herein, certifies to the best of his/her knowledge and belief, that the CONTRACTOR 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 BIDS.
 - Not a local CONTRACTOR pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local CONTRACTOR pursuant to Ordinance 09-22 Section 2-798

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

Business Name _____ Phone: _____

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

Length of time at this address: _____

_____ Date: _____

Signature of Authorized Representative

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 identification _____ as identification
(Type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

Sec. 2-773. Cone of Silence

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

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

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

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

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

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

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

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

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

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

PART 2: SCOPE OF SERVICES

The City of Key West Port is requesting BIDS from qualified entities to provide shuttle service for cruise ship passengers and crew arriving on vessels that moor at the Outer Mole Pier on the Truman Waterfront. The yearly average at the Outer Mole is approximately 150,000 passengers and 70 ships and is highly seasonal dependent. The bulk of the ships berthing at the Outer Mole arrive between November and April. The City cannot guarantee that number will continue. Passengers are to be shuttled back and forth from Navy Outer Mole facility to pickup/drop-off points within the Key West Historic District. The Contractor will be responsible for all aspects of transporting the passenger including crowd control at both pickup and drop off locations.

DRAFT

AGREEMENT BETWEEN

**THE CITY OF KEY WEST
AND**

**FOR
SHUTTLE SERVICES FOR CRUISE SHIP
PASSENGERS**

Date

AGREEMENT FOR SHUTTLE SERVICES FOR CRUISE SHIP PASSENGERS

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 _____ Corporation, whose address is _____ hereinafter referred to as the CONTRACTOR.)

WITNESSETH:

WHEREAS, the CITY by Resolution No. ____ - ____, accepted the bid of CONTRACTOR to provide cruise ship shuttle services to CITY; and

WHEREAS, the parties agree as follows:

1. CONTRACTOR shall provide shuttle transportation services to CITY of Key West from the Outer Mole Pier to areas within the Key West Historic District as described in the bid specifications or modifications thereto contained in ITB 004-16, 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" for ITB 004-16.
4. Transportation Workers Identification Card (TWIC) and City of Key West Port Access badging is required by all CONTRACTOR personnel who access the Outer Mole Pier.
5. CONTRACTOR shall maintain an updated Driver Safety Plan.
6. In consideration of the performance of the services as set forth in ITB 004-16, the City agrees to pay to the CONTRACTOR based on eighty percent (80%) of the total number of passengers and fifty percent (50%) of the crew members as evidenced on the manifest for each vessel docking at the Outer Mole Pier. The parties agree that the initial rate is as follows
 - Rate per passenger/crew \$ _____

7. The per passenger/crew rate for each successive year shall be adjusted, by increasing the rate by the average change in the U.S. Department of Commerce Consumer Price Index (CPI) for All Urban Consumers, as reported by the Bureau of Labor Statistics for the 12 months prior to the renewal date or at the rate of 2%, whichever is less.
8. CONTRACTOR shall have the ability, on short notice, to provide for additional transportation needs within a minimum twelve (12) hours of notification by the City. It is also understood that cruise ship schedules are subject to change and/or cancellations, which requires the CONTRACTOR to provide for flexible scheduling of personnel
9. At certain times ships may stay longer then scheduled. CONTRACTOR will provide shuttle services at the rate designated in ITB 004-16 for those additional hours with little or no notice.
10. 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 004-16. 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 alternative resources. The cost of those services will be borne by the CONTRACTOR. CONTRACTOR shall notify City the day prior to any day when CONTRACTOR knows or has reason to believe that an insufficient number of vehicles are available to cover required security services.
11. CITY shall pay CONTRACTOR within forty-five (45) days from the date of receipt of a correct and approved written invoice for payment.
12. CONTRACTOR 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 CONTRACTOR 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

Additional Umbrella Liability \$2,000,000 Occurrence / Aggregate

CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR 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, CONTRACTOR'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. CONTRACTOR 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.

CONTRACTOR'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.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 829-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

13. To the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or its subcontractors, material men, or agents of any tier or their respective employees.
14. 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.
15. This Agreement is for a term of three (3) years from the date this Agreement is executed by both parties. The City Commission shall have the right to renew the Agreement on the same terms and conditions, for additional (2) year periods 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.
16. 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.
17. CONTRACTOR may not assign this Contract without written approval from the City, 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.
18. 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.
19. 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.
20. 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.

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

CITY OF KEY WEST

Dir. Port and Marine Services
201 William Street
Key West, FL 33041-6434
305-809-3790

CONTRACTOR

**SIGNATURE PAGE FOR
AGREEMENT FOR
SHUTTLE SERVICE FOR CRUISE SHIP PASSENGERS**

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this _____ day of _____, 20__.

CITY

ATTEST for CITY:

Cheryl Smith, City Clerk

Jim Scholl, City Manager

____ day of _____, 20__

____ day of _____, 20__

ATTEST for CONTRACTOR:

By _____

By _____
CONTRACTOR

(Print Name)

(Print Name)

____ day of _____, 20__

____ day of _____, 20__