BID DOCUMENTS FOR:

ITB #18-035

CITY OF KEY WEST
ROAD SURVEILLANCE AND MONITORING DUVAL STREET, MALLORY SQUARE & OUTER MOLE

JUNE 2018

CITY OF KEY WEST

MAYOR: CITY CRAIG CATES

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CITY OF KEY WEST

KEY WEST, FLORIDA

BID DOCUMENTS

for

ROAD SURVEILLANCE AND MONITORING DUVAL STREET, MALLORY SQUARE & OUTER MOLE

****

CONSISTING OF:

BIDDING REQUIREMENTS
CONTRACT FORMS
SPECIFICATIONS & PHOTOGRAPHS

****

CITY OF KEY WEST

JUNE 2018

TABLE OF CONTENTS

Page

PART 1 - BIDDING REQUIREMENTS

INVITATION TO BID 1
INSTRUCTIONS TO BIDDERS 2
BID FORMAT 9
FLORIDA BID BOND 13
ANTI-KICKBACK AFFIDAVIT 15
PUBLIC ENTITIES CRIME FORM 16
CITY OF KEY WEST INDEMNIFICATION 18
EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT 19
CONE OF SILENCE 20
NON-COLLUSION AFFDAVIT 21
BIDDER'S CHECKLIST 22

PART 2 - CONTRACT FORMS

CONTRACT 24
FLORIDA PERFORMANCE BOND 26
FLORIDA PAYMENT BOND 28
LICENSE REQUIREMENT AND COST 30

PART 3 – SPECIFICATIONS & PHOTOGRAPHS

SUMMARY OF WORK 32
PHOTOGRAPHS 36

PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed Bids for City of Key West (CITY) **"ROAD SURVEILLANCE AND MONITORING – DUVAL STREET**"," **MALLORY SQUARE" AND "OUTER MOLE"** addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until **3:00 p.m**., local time, on the **19th day of July 2018**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside **"ITB #18-035 CITY OF KEY WEST – ROAD SURVEILLANCE AND MONITORING – DUVAL STREET", MALLORY SQUARE AND OUTER MOLE.** addressed and delivered to the City Clerk at the address noted above.

The project contemplated consists of providing design, equipment, labor and materials necessary to accomplish the following:

- Design and Installation of a Road Surveillance and Monitoring System at designated locations on Duval Street, Mallory Square and Outer Mole.

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A **Mandatory pre-bid meeting** will be held in the conference room at City Hall, 1300 White Street, Key West, Florida on July 11th, **2018 at 2:30 p.m.**

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.

For information please contact Director Patti McLauchlin or Deputy Director David Monroe, Information Technology Department by email at dmonroe@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance is not allowed.

The Bidder shall furnish documentation showing that he/she 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 Proposal in question. The CITY may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CITY. (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor formalities or irregularities in any proposal.

The CITY retains the right to award bid to the bidder or bidders that best meet the needs of the City.

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

   A. FORMAT
   The Bid Documents are divided into parts, divisions, and sections for convenient organization and reference.

   B. DOCUMENT INTERPRETATION
   Should there be any doubt as to the meaning or intent of said Bid Documents, the Bidder should request of the Director Information Technology Department, in writing (at least **10** calendar days prior to Bid opening) an interpretation thereof. Any interpretation or change in said Bid Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Bid 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. SCOPE OF SERVICES
   Vendor shall provide necessary wiring, cabling, install, configure and test equipment and materials necessary to add security cameras, to include internet services and licenses to system. Cameras shall be installed in two locations as identified in the SUMMARY OF WORK

3. REQUIRED QUALIFICATIONS

   A. The prospective Bidder 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 provide the product specified herein.

   B. Bidder must perform at least 70% of the required work and sub-contract out no more than 30% of work performed.

   C. Bidder must have (5) years of experience, within the past 7 years, of designing, installing, networking, and managing municipal level citywide surveillance systems via wireless infrastructure. The wireless infrastructure should have supported transmission of high bandwidth video of 30 FPS of distances over one lineal mile.

   D. Bidder must have completed at least (3) previous Public Safety Video Surveillance installations in southern Florida. The installed systems must have been installed for various law enforcement agencies with at least 50% of the cameras being installed on municipal poles. Public Safety is defined as law enforcement agencies and not private security companies.

   E. Bidder must have experience with outdoor municipal long-range wireless deployments of over 2 miles and have deployed mesh network systems in a public

safety environment. This should include Point to Point, Point to Multi Point, and Mesh networks.

F. Bidder must have experience in the installation of PTZ cameras on City or County traffic poles. Installation is defined as the mounting of individual PTZ cameras on City or County owned poles and connecting them to a power source and providing live and recorded video to a remote location via wireless, cellular, or fiber-optic cable.

G. Bidder must be certified by the manufacturer to resell, install and configure the specified equipment.

Additionally, all Bidders must meet the minimum qualifications as described in Required Qualifications section.

4. TYPE OF BID

UNIT PRICE BID

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

5. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly 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 the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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 Invitation to 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 Owner 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 therefor. 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 Owner 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
- Non-Collusion Affidavit
- Indemnification Form
- Local Vendors Form
- City of Key West Business License Tax Receipt
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- A complete description of the proposed Wireless Surveillance System including layout
- Cut sheets on all equipment
- Warranty information/ proposal (The City requires Bidder to warranty all materials and labor for two (2) years). Warranty to begin once the City determines the system is operating as specified in the specifications for a period of thirty (30) days. Bidder shall submit a warranty proposal to be included as part of a contract.
- All requirements listed in SUMMARY OF WORK

6. MODIFICATION OR WITHDRAWAL OF BID

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 Bids. 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.

7. AWARD OF CONTRACT

Within SIXTY (60) calendar days after the opening of Bids, the CITY 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 an acceptable insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within ninety (90) days after the opening of Proposals.

The CITY reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

8. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER(s) which, in the Owner's sole and absolute judgment will best serve the interest of the Owner. Low bid(s) selection to be based on an hourly rate comparison.

9. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract 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. Within 10 working days after receiving the signed Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

10. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

A. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

11. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the

CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY 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 requirement as a Bid Bond.

12. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the Vendor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a Vendor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

13. 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.

14. INDEMNITY LANGUAGE

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the “indemnitees”) from liabilities, damages, losses and costs, including but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of 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 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 the 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.

15. CERTIFICATES OF INSURANCE

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

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 (Per Project)
	$2,000,000	Products Aggregate
	$1,000,000	Any One Occurrence
	$1,000,000	Personal Injury
	$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	$1,000,000	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 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 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

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.

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.

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 (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

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 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.

16. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Proposal.

The term of this contract will be **30** days.

17. ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____, _____, 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.

18. TRANSPORTATION WORKERS INDETIFICATION CREDENTIAL (TWIC) CARD

The Vendor, vendor's installer and vendor's subcontractor(s) must have or obtain TWIC cards or follow strict guidelines for escorting non-vetted personal.

* * * * *

BID FORMAT

Project Title: **ROAD SURVEILLANCE AND MONITORING DUVAL STREET**

Project No.: **ITB #18-035**

UNIT PRICE BID

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

BID FORMAT

The bid must be in a format that includes the following:

1. Detailed narrative list identifying the specific qualifications specified in this document under Section 3 "Required Qualifications" broken down "A through F"

2. Price broken down by the following:
    a. Manufacturer, Model/Part number and item description with individual cost and a total for each category of equipment.
    b. Other consumable materials/hardware identified separately.
    c. Labor/installation costs identified separately
    d. Maintenance Service plan (section X) identified separately with one, two and three-year options.
    e. Freight, if any.
    f. Grand total.
3. A schedule identifying the time necessary to complete the installation in its entirety.

Cost of work to be all inclusive for a complete job including equipment, material, labor, permits, insurance, overhead and profit.

BIDDER'S INFORMATION

Company Name: _____

Address: _____

_____

Contact Name: _____

Email: _____

Telephone: _____

Fax: _____

Signature: _____ *Date:* _____

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

_____, _____, _____, _____

Street City State Zip

_____

Portion of Work

_____

Name

_____, _____, _____, _____

Street City State Zip

SURETY

_____whose address is

_____, _____, _____, _____
Street City State Zip

_____ _____
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is _____

_____doing business at

_____, _____, _____, _____
Street City State Zip

_____
email address

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:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

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 and subscribed before me this _____ day of _____20___.

NOTARY PUBLIC, State of _____, at Large

My Commission Expires:

FLORIDA BID BOND

BOND NO. _____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

hereinafter called the PRINCIPAL, and _____

_____

a corporation duly organized under the laws of the State of _____

having its principal place of business at _____

_____in the State of _____,

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

_____

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of_____

_____ _____ DOLLARS ($_____) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for **CITY OF KEY WEST – ROAD SURVEILLANCE AND MONITORING – DUVAL STREET**, **MALLORY SQUARE & OUTER MOLE**
said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY),

equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

ITB #18-035

CITY OF KEY WEST
ROAD SURVEILLANCE AND MONTORING
MALLORY SQUARE & OUTER MOLE

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this _____ day of _____, 20__.

By_____
PRINCIPAL

_____
SURETY

By _____
Attorney-In-Fact

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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

By:_____

Sworn and subscribed before me this _____ day of _____20___.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * * *

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

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

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

_____

2. This sworn statement is submitted by_____
(name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____

_____

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

signing this sworn statement _____

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

and my relationship to the entity named above is _____

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

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

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

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

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

_____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
(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, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their 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 the 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.

VENDOR: _____ SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

DATE: _____

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * *

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

_____

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By:_____

Sworn and subscribed before me this _____ day of _____ 20 ___.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * * *

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 Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

* * * * * *

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
:
SS COUNTY OF MONROE)

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

By: _____

Sworn and subscribed before me this

_____ day of _____, 2018.

_____
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and Proper completion and submission of his bid.)

1. All Bid Documents thoroughly read and understood ☐

2. All blank spaces in Bid filled in black ink. ☐

3. Total and unit Prices added correctly. ☐

4. Addenda acknowledged. ☐

5. Bid signed by authorized officer. ☐

6. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting the proposed purchase. ☐

7. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award. ☐

8. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives. ☐

9. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☐

10. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification Equal Benefits for Domestic Partners Affidavit; Local Vendors Form. Cone of Silence, and Proof of Insurance ☐

11. Description of proposed work including layout; Equipment Cut Sheets; Warranty Information/Proposal; SUMMARY OF WORK Requirements ☐

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2018,

by and between the City of Key West, hereinafter called the "Owner", and_____

_____

hereinafter called the "Vendor";

WITNESSETH:

The Vendor, in consideration of the sum 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 #18-035 CITY OF KEY WEST – ROAD SURVEILLANCE AND MONITORING – DUVAL STREET**, **MALLORY SQUARE AND OUTER MOLE** Key West, Florida to the extent of the Bid made by the Vendor, dated the _____ day of 2018, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BIDDING REQUIREMENTS, SPECIFICATIONS and PHOTOGRAPGHS are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Vendor the amount BID 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.

The Vendor agrees to complete the work within **thirty (30)** days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Vendor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and hold the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Vendor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, **liquidated damages** shall be paid at a rate of **$250 per day**. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Vendor warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

_____ Day of _____, 2018.

CITY OF KEY WEST

By_____
James K. Scholl, City Manager

VENDOR

By_____

Printed_____

Title_____

APPROVED AS TO FORM

_____
Attorney for Owner

* * * * * *

FLORIDA PERFORMANCE BOND

BOND NO._____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section

255.05 _____

with offices at _____

hereinafter called the CONTRACTOR (Principal), and

_____

with offices at_____

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **CITY OF KEY WEST,** hereinafter called the CITY (Obligee), in the sum of:

_____DOLLARS ($_____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:
WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 20__, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument

this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

FLORIDA PAYMENT BOND

BOND NO._____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05,_____with offices at_____ _____hereinafter called the CONTRACTOR, (Principal), and _____

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____ _____ , hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST**,** hereinafter called the City (Obligee), in the sum of:

_____DOLLARS(_____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for

ITB #18-035 CITY OF KEY WEST – ROAD SURVEILLANCE AND MONITORING – DUVAL STREET, **MALLORY SQUARE AND OUTER MOLE** attached hereto, with

the CITY, dated_____, 20__, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument

this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By:_____

(SEAL)

ATTEST

SURETY

By:_____

(SEAL)

ATTEST

LICENSE REQUIREMENT AND COST

License required for this Project. Vendor must have a general contractor license or registration.

Cost Not To Exceed $410.00.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt is required for this project. Vendor must have a general contractor license or registration. Cost not to exceed $410.00.

City of Key West Business License Tax Receipt may be found on the city website.

http://www.keywestcity.com/egov/docs/1162843921181.htm

PART 3

SPECIFICATIONS AND PHOTOGRAPHS

SUMMARY OF WORK

WORK INCLUDED

1. The Bidder will design and furnish all Road Surveillance and Monitoring System material, equipment, machinery, and labor to accomplish the following minimum requirements:

   a. Video surveillance camera locations
   - Intersection of Duval and Caroline Street
   - Intersection of Duval and Eaton Street
   - Intersection of Duval and Greene Street
   - Intersection of Duval and Petronia Street
   -

   b. Video surveillance camera locations

   Mallory Square Security Checkpoint
   See Photographs

   Outer Mole Security Checkpoint
   See Photographs

   a. Minimum camera specifications
   - 1080P resolution
   - POE Power
   - Day/Night mode
   - Overlay text
   - Video recording to edge storage
   - Live data streaming (H.264 MPEG-4) baseline or equivalent
   - Internal storage
   - Frame Rate up to 30 fps (50/60 Hz) in HDTV 1080P- 4K storage capacity 32 GB
   - Ability to capture live image
   - Pan/Tilt/Zoom - where called for
   - IP67 rating

   b. **General**:
   - System must have remote viewing capabilities and must be fully functional for employee's computers and mobile devices (Apple and Android).
   - If a camera or lighting test is necessary to determine the operating parameters of the proposed camera(s), test shall be performed at the expense of the vendor.
   - Vendor responsible to provide necessary electrical wiring from City's existing infrastructure to all new equipment. This wiring shall be encased in conduit and
   - Vendor shall also provide, install, configure, and test a recording server adequately sized to provide thirty (30) days of recording. This server can be a cloud based solution.

- System shall include all necessary software and licenses.
- There shall not be re-occurring licensing fees.
- System shall have constant coverage of areas.
- Cameras to have battery Back-up: 1hr minimum battery life.
- All devices to have surge protection: 600 joules minimum.
- System shall have day time viewing in color and applicable at night

- System shall be capable of withstanding harsh environment including corrosive conditions caused by saltwater and hurricane winds and/or be in protective housing. If camera is in a housing, the housing must provide stable environmental conditions so that camera operations are not affected by overheating or excessive humidity.
- System shall be capable of withstanding extreme heat and humidity
- Cables/ wiring shall be protected from vandalism by the use of conduit or other means.
- Cameras and housings shall be vandal resistant.
- Vendor to remove, and dispose of, any existing abandoned CCTV equipment.

c. Technology Requirements

- Bidder must propose and supply a product line that, to the best of its knowledge, is not obsolete or near obsolete. Only equipment and/or product models that have been satisfactorily demonstrated to the City and that have a demonstrated record of successful deployments by other municipalities, in similar size will be used. The bidder must document successful deployments by including the names and telephone numbers of contact persons as part of the reference requirements of the ITB.
- The equipment supplied must be of new manufacturer (not used or demo units) and best quality installed accordance with approved recommendations of the manufacturer thereof, and must conform to the equipment specifications listed in this ITB.

d. Communication Network Minimum Requirements

- Multi-radio, multi-frequency wireless devices.
- Traffic shaping and load balancing
- Adaptive mesh infrastructure
- Dynamically adjust signal strength for high availability
- Self-healing in the event of a radio outage
- Devices must employ encrypted backhaul links utilizing IEEE standards for Wireless Mesh Networks
- Easily scalable capacity and services
- Devices and connection must be IP67 rated

2. Bidder will be responsible for surveying and verifying the locations provided in this ITB for mounting cameras and/or equipment. Bidder will provide a detailed diagram of the mounting location that includes the devices and/or equipment to be mounted to each pole listed in this ITB. Installation diagrams shall be included with Proposal.

3. Bidder to provide a complete written description including system capabilities, type of cameras including brand, capability of cameras, recording ability in quality and quantity and upgrade/ expansion capabilities.

4. Bidder to provide a complete written description including type of system and brand of stand-alone monitoring / retrieval system. Description shall include playback capability, copying to DVD, print screen ability, etc…

5. Bidder to provide a complete system layout showing camera locations, wiring, antennas, etc.

6. Bidder to provide cut sheets on all equipment including cameras, computers, recording
7. devices, wiring, etc.

8. The City is requiring the Bidder to warranty all materials and labor for two (2) years. Warranty will begin once the City determines the system is operating as specified in the technical specifications for a period of 30-days. Provide complete written description of warranty and what it covers. Annual Maintenance of all cameras and equipment to be included in the warranty

   During warranty period vendor shall identify and diagnose system/ equipment failures within 24 hours. All system repairs must be made within 72 hours.

   If repairs are not completed within the required 72 hours a fine of $100/day will be imposed until repairs are made

9. Bidder to describe how the cameras, antennas, etc. will be protected in the harsh coastal environment including type of housing units.

10. Bidder to describe how the cameras, antennas, monitoring / recording equipment etc. will be protected against power surge.

11. Bidder to describe the type of training, if any, provided with the proposed system.

12. Bidder shall secure permits as necessary for proper execution and completion of the work and shall ensure that all Federal, State, and Local codes are followed.

13. Bidder shall take the necessary steps to secure the site including fencing, barricades,

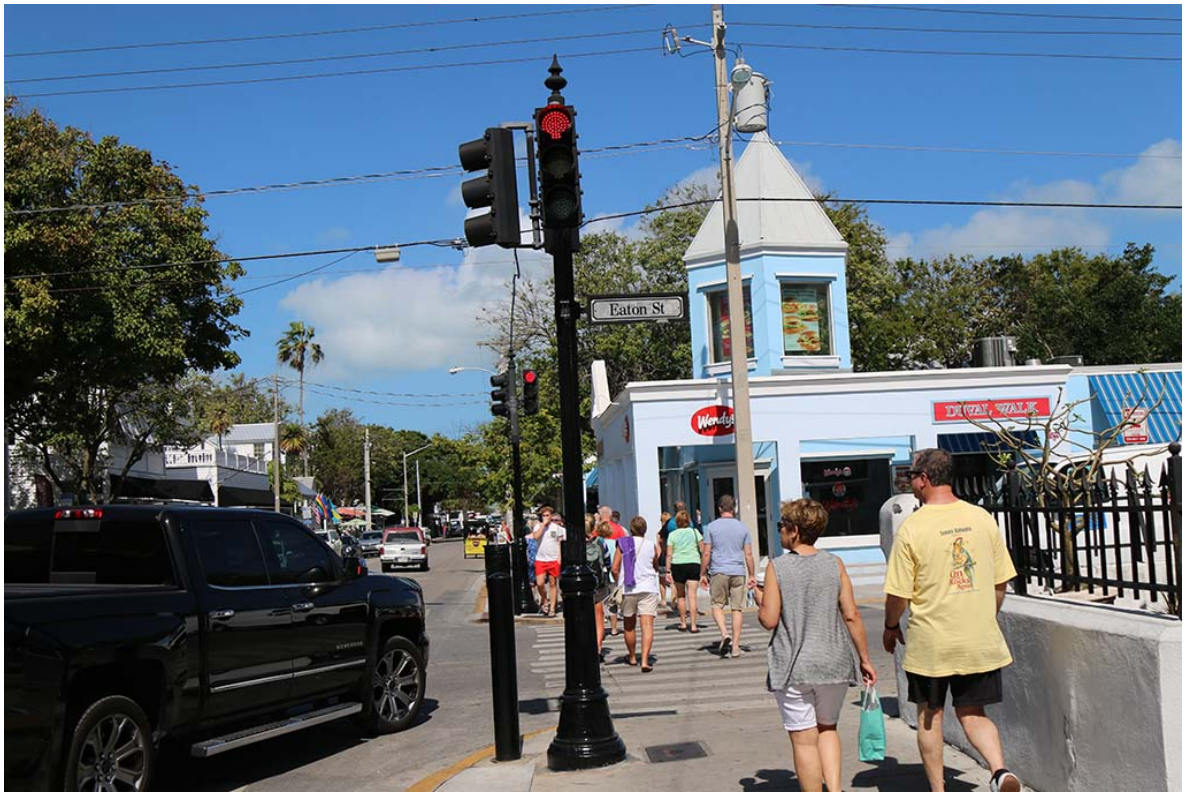
    and/or security to prevent entry by unauthorized persons.

14. Bidder will price each camera location separately as well as a total package.

15. City reserves the right to add four additional camera locations on Duval Street subject to available funding.

****

Intersection of Duval and Caroline



Intersection of Duval Eaton

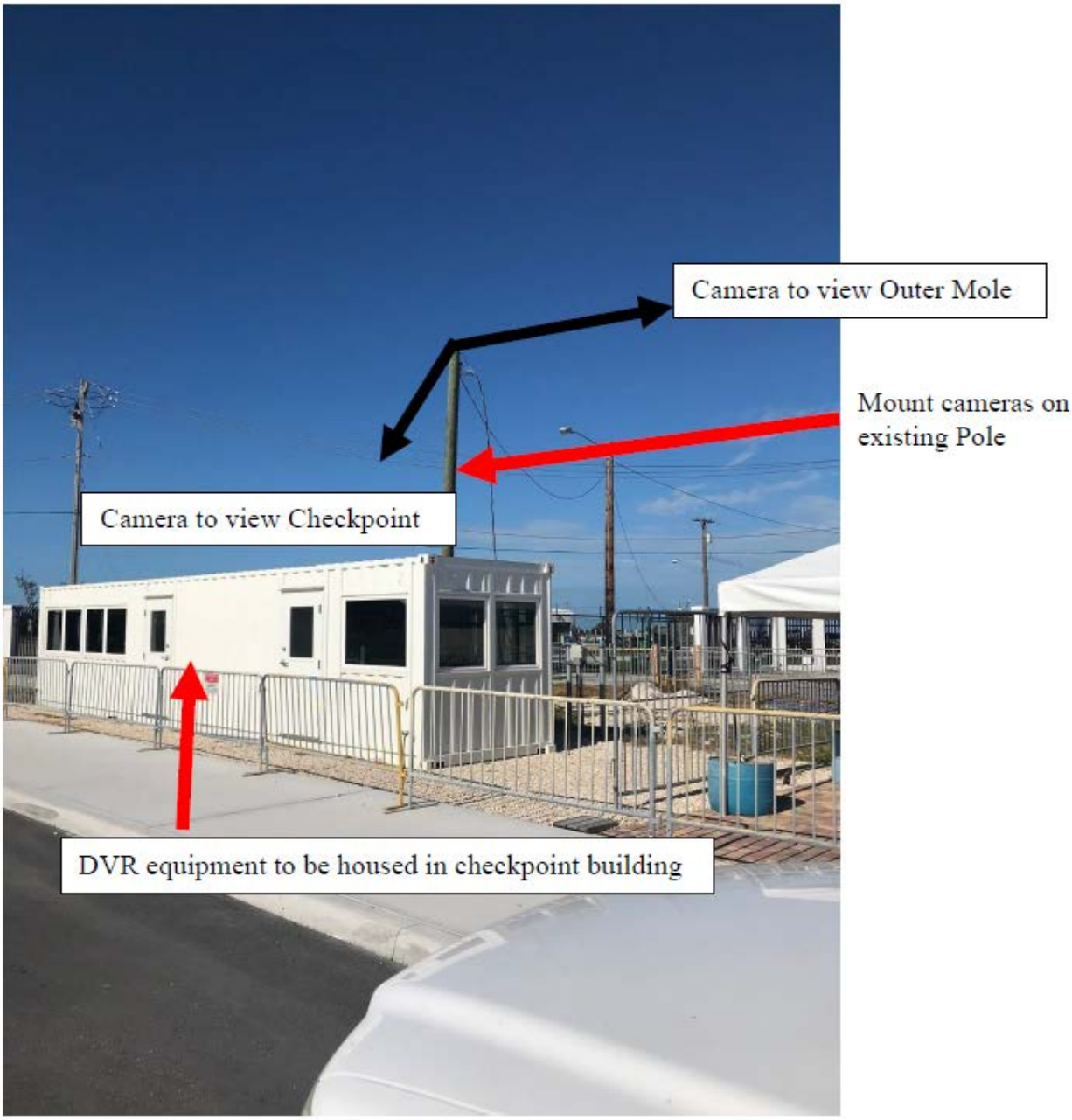
Intersection of Duval and Front

Intersection of Duval and Greene

Intersection of Duval and Greene

Intersection of Duval and Petronia

Mole Pier Security Checkpoint



Old cameras/antennas on arches at Mallory

Ocean Key House-Old location of antenna that relayed video from Mallory to Outer Mole Security Checkpoint

Mallory Square Arches