March 23, 2012

To: All Prospective Bidders

City of Key West Bid No. 12-019, Police Department Window Repairs, contains the following documents:

a. Cover letter one (1) page in length
b. General Conditions of Invitation to Bid five (4) pages in length
c. Statement of No Bid one (1) page in length
d. Specifications nine (9) pages in length
e. Bid Submittal Form one (2) page in length
f. Required permit/license one (1) page in length
g. Anti-Kickback Affidavit one (1) page in length
h. Public Entity Crimes Certification three (3) pages in length
i. Call for Bids one (1) page in length
j. Local Vendor Certification one (1) page in length
k. City of Key West Indemnification Form one (1) page in length

Please review your bid package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s).

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms/corporations submitting to bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Response Forms, Anti-Kickback Affidavit, Public Entity Crimes Certification, copy of current Occupational License.

COVER LETTER

SUBJECT:	BID NO. 12-019 Police Department Window Repairs
ISSUE DATE:	March 23, 2012
MANDATORY PRE BID MEETING :	April 4, 0900, Key West Police Department, 1604 North Roosevelt Boulevard Key West, FL 33040-7254
MAIL BIDS TO:	CITY CLERK CITYOF KEY WEST 3126 FLAGLER AVE KEY WEST, FL 33040
DELIVER BIDS TO:	SAME AS ABOVE
BIDS MUST BE RECEIVED:	April 12, 2012
NOT LATER THAN:	3:00 PM, April 12, 2012

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

GENERAL CONDITIONS
CITY OF KEY WEST

1. **PREPARATION OF BIDS**:

Bids will be prepared in accordance with the following:

(a) The enclosed Bid Response Form is to be used, other forms may be rejected.
(b) All information required by the BID form shall be furnished. The bidder shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
(c) Proposed delivery time must be shown and shall include Sundays and holidays.
(d) Bidder shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
(e) All bids shall be submitted with two (2) originals hard copies and three (3) USB flash drives or three (3) CD ROMs each with one PDF file.
(f) Bidders are advised that all City contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

Bid Guaranty- A certified or cashiers check drawn on a national or state bank, or bid bond, in a sum not less than five percent (5%) of the total amount of the bid, shall accompany each bid response as a guarantee that the Respondent will, if award is made, execute a Contract to do the Work for the amount proposed and furnish any required certificates of insurance and bond documents. The proposal bond shall be from a surety with an A-rating or better under Best's Guidelines, made payable to: The City of Key West. All Proposal Guarantees of unsuccessful bidders will be returned after the contracts are awarded and executed.

Sufficient performance bond as required by Florida Statute Section 1013.47 in the penal sum of 100% of the escalated amount of the contact guaranteeing the performance of said contract.

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

3. **SUBMISSION OF BIDS**:

(a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the bidder, the date and hour of the bid opening and the bid number shall be placed on the outside of the envelope.
(b) Bids must be submitted on the form furnished. Telecopier bids will not be considered.
(c) The bidder shall sign the bid response as follows: If the bid is made by an individual, the Respondent's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. The bid shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall include in the proposal legal evidence of his/her authority to do so.
(d) Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.

4. **REJECTION OF BIDS**:

(a) The City may reject bids:

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

(b) The City may also waive any minor informalities or irregularities in any bid.

5. **WITHDRAWAL OF BIDS**:

(a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified in the Instruction to Bidders.
(b) Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing.

6. **LATE BIDS OR MODIFICATION**:

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

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

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

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

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

9. **VARIANCE IN CONDITIONS**: Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.

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

11. **CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS**: If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he may submit to the Purchasing Agent on or before seven (7) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or

delivered to each person receiving an Invitation to Bid. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specification and requirements as set forth in the bid must be filed in writing with the Purchasing Agent on or before five (5) days prior to the scheduled opening.

12. **DISCOUNTS:**

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

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

13. **AWARD OF CONTRACT**:

(a) The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the City, prices and other factors considered.

(b) The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations as provided in 4 (a) (3).

(c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the city limits of Key West. Monroe County will be the determining factor. When neither of these conditions exists, bids for identical amounts will be determined by the drawing of lots in public by the Purchasing Agent.

(d) Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

(e) Successful Bidder will enter into a contract in accordance with the bid document in a form sufficient to the City Attorney.

14. **EXECUTION OF CONTRACT**- The successful bidder(s) shall, within five (05) days of receipt of a written notice of the Award of the contract, deliver to the City a fully executed contract and all requested certificates of insurance and bonds.

15. **FAILURE TO EXECUTE THE CONTRACT**- The failure of the successful bidder(s) to execute a contract and submit required insurance certificates and bonds as specified in subsection 14 will result in forfeit of the Award. Each Bidder agrees in advance that the City will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Award is forfeited under this Section, the amount of the Bid Guaranty of the forfeiting Bidder(s) will be retained by the City, not as a forfeiture or a penalty, but as liquidated damages.

16. **TIME AND AWARD-** The bidder(s) agrees to abide by the unit prices quoted in the bid for 90 days from the date of bid opening.

17. **INTERPRETATION AND CLARIFICATION-** All questions about the meaning or intent of the Bid Documents and specifications shall be directed in writing to:

Sue Snider, Purchasing Agent
P.O. Box 1409, Key West, FL 33040
Telephone: (305) 809-3815
ssnider@keywestcity.com

Interpretation or Clarifications considered necessary by the City in response to such questions will be issued by means of addenda. Written questions must be received no less than seven (7) calendar days prior to proposal opening. **Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.**

18. **LOCAL PREFERENCE**:

Sec. 2-798. - Local business enterprise preference.

(a) Definition. A business shall be considered a local business enterprise if it meets all of the following requirements: a business with its principle address as registered with the Florida 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; maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries, and having paid all current license taxes, and any other fees due the city at least 24 hours prior to the publication (construed as 7:00 a.m. of the date of publication in the relevant newspaper) of the call for bids or request for proposals. Post office box numbers may not be used to establish status as a local business enterprise.

(b) Local preference is applied to bids submitted by qualified local businesses. Under a competitive bid solicitation, when a responsive nonlocal business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent of the price submitted by the nonlocal business, then the local business with the apparent lowest bid offer (ie.., lowest local bidder) may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive bidder within three working days of a notice of intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest nonlocal bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest nonlocal bid price(s), then the award shall be made to the nonlocal business.

19. **DOMESTIC PARTNER BENEFITS**:

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

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

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

IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR PROPOSAL.

STATEMENT OF NO BID # 12-019

NOTE: IF YOU DO NOT INTEND TO BID, PLEASE RETURN THIS FORM ONLY

CITY OF KEY WEST
FINANCE DEPARTMENT
P.O. BOX 1409
KEY WEST, FLORIDA 33040
ATTN: S. SNIDER

We, the undersigned have declined to bid on the above-noted Invitation to Bid for the following reason(s)

___ Insufficient time to respond to Invitation to Bid
___ Do not offer this product
___ Our schedule will not permit us to perform
___ Unable to meet specifications
___ Specifications unclear (please explain below)
___ Remove us from your "Bidder Mailing List"
___ Other (Please specify below)

_____
_____
_____

We understand that if a "No Bid" statement is not returned, our name may be removed from the Bidder's list of the City of Key West.

COMPANY NAME:_____

AUTHORIZED AGENT:_____

COMPANY
ADDRESS:_____

DATE:_____ TELEPHONE:_____

BID SPECIFICATIONS

I. **GENERAL**: It is the intent of these specifications to describe the goods and services in sufficient detail to secure comparable bids for the performance of this service. This service shall not be subcontracted without written approval. All prospective bidders must have proper licenses, insurance, bonds, and workman's compensation coverage.

II. **SCOPE OF WORK**

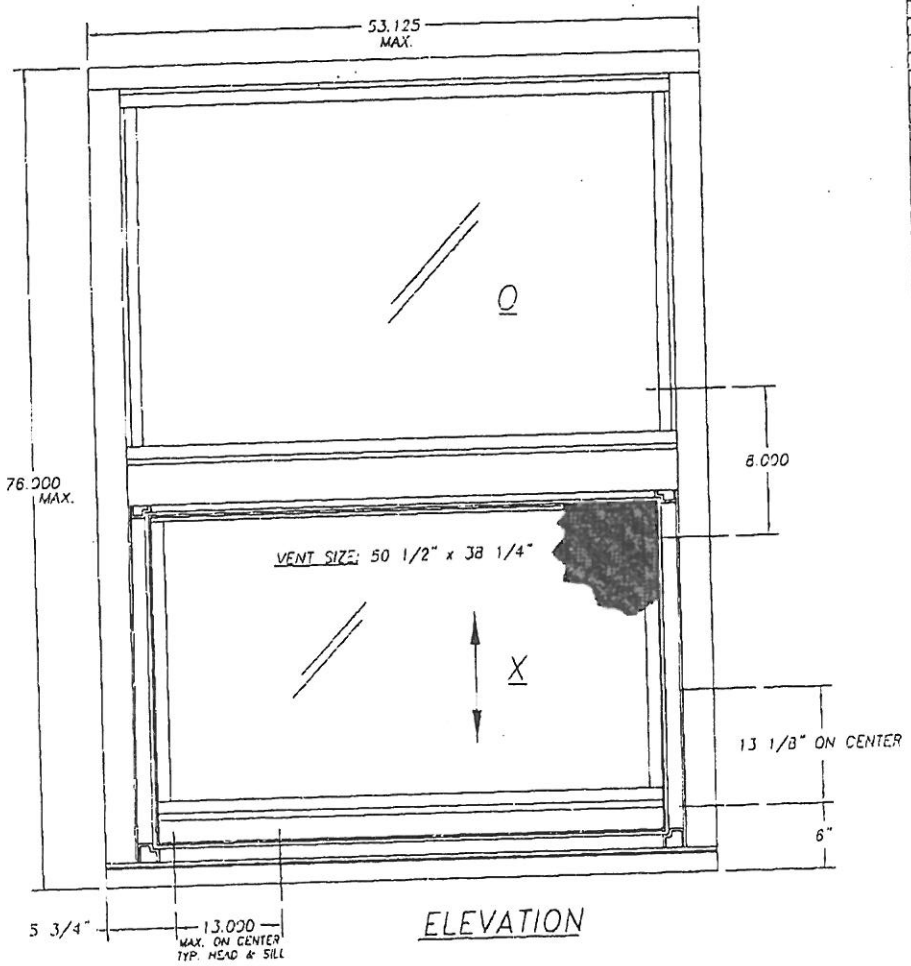
A. LABOR AND MATERIALS TO BE FURNISHED BY THE SUCCESSFUL BIDDER
This is a turn key project at Key West Police Department. This is a commercial Category 5 rated complex. All work, materials, and equipment must meet or exceed the federal, state and local standards, regulations, and codes for this facility.

- demolition of facade materials for a minimum eight inches from **ALL** window openings on the outside and drywall on the inside of **ALL** window openings
- removal, inspection, repair or approved replacement of the Category 5 Rated window (see window replacement contingency)
- installation of new bucking
- installation of new mullion bars
- repair and replacement of any materials within the scope of work which has sustained any water damage. This includes mold remediation (see mold remediation contingency)
- reinstall window to OEM specifications, and restore interior and exterior

Additional information from original specifications:
Mean Roof Height of 25.0 ft, Roof Angle less than or equal to 10 degrees, Building Width of 108.0 ft, Building Depth of 130.0 ft, Smallest Horizontal Dimension of 108.0 ft. ASCE798 Code, Exposure B, in a hurricane prone region, Base Wind Speed 150 mph, Building Category IV. Quantity of 2: 36.00 x 48.000 SH-701 Series unit(s), assembled with vertical mulls and installed into a 72.000 x 48.000 opening.

End Zone (within 10.0 ft of a corner) Minimum Glazing Required: Laminated (Impact) Glass
Interior Zone (further than 10.0 ft from a corner) Minimum Glazing Required: Laminated (Impact) Glass

Original Windows: SH-701 Aluminum Single Hung Window Impact Resistant. (see next page 8.5)



ELEVATION

ITEM	DESCRIPTION	V.T. #	QTY. / LOCATION	VENDOR	VENDOR #
1	FLANGED FRAME HEAD (Alum. 6063-T5)	612225	1	ALUMAX	AF-12225
2	FLANGED FRAME SILL (Alum. 6063-T5)	612226	1	ALUMAX	AF-12226
3	FLANGED FRAME JAMB (Alum. 6063-T5)	612227	2	ALUMAX	AF-12227
4	FIXED MEETING RAIL (Alum. 6063-T5)	612228	1	ALUMAX	AF-12228
5	SASH TOP RAIL (Alum. 6063-T5)	612229	1	ALUMAX	AF-12229
6	SASH BOTTOM RAIL (Alum. 6063-T5)	612230	1	ALUMAX	AF-12230
7	SASH SIDE RAIL (Alum. 6063-T5)	612231	2	ALUMAX	AF-12231
8	GLAZING BEAD (Alum. 6063-T5)	6534571	8	ALUMAX	AF-53457
9	WEATHERSTRIP - VINYL BULB	6TP247K	8 (1 per Glazing Bead)	TEAM PLASTICS	TP-247
10	SILICON	62899C		DOW CORNING	899
11	5/16" (.350) W/SAFLEX BY SOLUTIA INTERLAYER		2	H.P.C.	
12	5/16" (.350) W/DUPONT PVB INTERLAYER		2	H.P.C.	
13	#6 x .750 PHIL. PN. HD.	7558PFAA	2 (to attach Balances to Jambs)	AQUA FASTENERS	
14	SWEEP LATCH		1 (11.5" from end of vent top rail) 2 (if width is >= 42")	MINIATURE DIE CASTING	PGT.214.X
15	#8 x .625 PHIL FLT. HD.	7858WW	2 (Sweep Latch Screws) 4 (when using 2 Sweep Latches)	MERCHANTS FASTENER	
16	WINDLOAD ADAPTER (Alum. 6063-T5)	612236	2 (@ frame jambs, 30" from bot.)	ALUMAX	AF-12236
17	#8 x .375 PHIL. P.H. TEK	78X38PPT	4 (Windload Adapter Screws)	MERCHANTS FASTENER	
18	WEATHERSTRIP - VINYL BULB\SASH	6TP249K	1 (@ Vent Bottom Rail)	TEAM PLASTICS	TP-249
19	SASH TOP GUIDE		2 (1 per each balance)	MASTER TOOL	
20	SCREEN		1	VINYL TECH.\PGT	
21	BALANCE COVER		2 (1 per each balance)	WYBORC	STAVE
22	BALANCE		2 (1 @ each frame jamb)	CALDWELL	
23	WEATHERSTRIP - PILE\FINSEAL	61062W	3 (@ vent jambs & vent top rail)	SCHLEGEL CORP.	FS7926-1
24	SASH FACE GUIDE	71087	2 (1/vent jamb, 2.5" from bot.)	VINYL TECH.\PGT	
25	#6 x .500 PHIL. FLT. HD.	76X12FPAW	(sash face guide screws)	SCHERER IND. PROD.	
26	SASH STOP (Alum. 6063-T5)	612244	2 (@ top of each frame jamb)	ALUMAX	AF-1224
27	#8 x 1.000 PHIL. P.H. SMS	78X1PPA	4 (Frame & Vent Assy. screws)	MERCHANTS FASTENER	
28	SEAM SEALER	6SM55W		SCHNEE/MOREHEAD	SM5504
29	WINDLOAD ADAPTER (PLASTIC)	51207	2 (@ frame jambs, 30" from bot.)	PROTOTYPE	WC996-1

DESIGN PRESSURE RATING (P.S.F.)			
5/16 LAMINATED W/ ANNEALED GLASS		5/16 LAMINATED W/ HEAT STRENGTHENED GLASS	
WATER INFILTRATION REQUIRED	WATER INFILTRATION NOT REQUIRED	WATER INFILTRATION REQUIRED	WATER INFILTRATION NOT REQUIRED
-50.0 +50.0	-50.0 +50.0	-80.0 +66.7	-80.0 +80.0

PRODUCT RENEW
ACCEPTANCE No. 01-0629
EXPIRATION DATE: November
By Ishaq I. Chands
PRODUCT CONTROL DIVI
BUILDING CODE COMPLIA

LARGE MISSLE IMPACT WINDOWS

1.) GLAZING OPTIONS: A. 5/16" (.350) LAMINATED GLASS (1/8" unnealed/.090 film/1/8" annealed)
B. 5/16" (.350) LAMINATED GLASS (1/8" heat strengthened/.090 film/1/8" heat strengthened)

2.) CONFIGURATIONS: OX

3.) DESIGN PRESSURE RATING: SEE TABLE

4.) ANCHORS:
MAX. 5 3/4" FROM EACH CORNER (HEAD & SILL)
MAX. 6" FROM EACH CORNER (JAMBS)
MAX. SPACING AT HEAD & SILL: 13.000
MAX. SPACING AT JAMBS: 13.125

5.) SHUTTER REQUIREMENT:
NO SHUTTERS R' 'D

6.) REFERENCE TES. ORT: FTL-1889

10/4/01
Robert L. Clark, P.E.
PE #39712
Struct

PGT INDUSTRIES
1070 TECHNOLOGY DRIVE
NOKOMIS, FL 34275
P.O. BOX 1529
NOKOMIS, FL 34274

Revsd By:	Date:	Revisions:
F.K.	10/11/0	TB, TABLE, EXTR.
Revsd By: D.B.	Date: 8/18/98	Revisions:
Drawn By: D.B.	Date: 2/9/98	

Description: ELEVATION & PARTS LIST

File: ALUMINUM SINGLE HUNG WINDOW

Series/Model:	Scale:	Sheet:	Drawing No.
SH-701	NTS	1 of 4	4040

The following is a more detailed description of the scope.

Include in bid price the following specifications and provide a Schedule of Values for City of Key West:

1. This is a time sensitive project. All work must be complete no later than June 29, 2012. A detailed timeline is mandatory and must be submitted with bid. Timeline must include but is not limited to the following phases of construction: equipment operation hours, employee work hours, delivery schedules, number of staff on site, demolition date, installation dates, cleanup date, startup date and etc.
2. Contractor supplies a detailed site plan that must be submitted with bid and/or quote. Site plan must show but is not limited to delivery zone, materials or equipment lay down area, phased work zones, blocked parking and etc.
3. Contractor is responsible for permits, engineering, drawings, manuals, software, any fees, certification and inspections needed to complete this project. All drawings and manuals must be submitted in both hardcopy, as well as electronic copy.
4. Contractor will supply all materials, labor, and equipment necessary to complete the project.
5. Contractor is responsible for securing materials, equipment, and the facility in a safe manner at all times
6. Contractor is responsible for ensuring that both his staff and sub contractors are following all OHSA and other safety standards and regulations at all times. A written project safety plan must be submitted with the bid.
7. Contractor will provide all drawings; cut sheets, equipment data & cut sheet and MSDS sheet for all materials which will be used on the project with the bid.
8. Contractor is responsible to ensure that renovation and related equipment installed meets or exceeds all federal, state, local, and city standards, codes or regulations for the rating of this facility. If the specifications have omitted any items, that are need to meet this requirements, the Contractor is responsible to include item in the cost of the project.
9. Contractor is responsible for supplying a detail cost break down with detail descriptions of material, equipment and job task.
10. Contractor is responsible for demolition and removal of existing material.
11. Contractor is responsible to work with KWPD to ensure that construction does not limit the operational and affect the security of the KWPD, as this is a continuously operating police facility.
12. Contractor is responsible to move any furniture or items inside the structure which may impede contract work. The contractor will also replace the furniture or items to the original position within the room.
13. Contractor is responsible for any repair to facility, structures and (i.e. patching holes, sealing, painting, replacing of damaged items, and etc.) that maybe needed for this project or that may result from this project.
14. Demolition of interior surface and exterior surface to block surface includes the removal of paint, fiber, stucco, drywall, foam, glue, bucking and clean surface. Contractor will need to do one or two offices at a time to reduce down time.
15. Re-stucco including but not limited to surface preparation, bonding, brown coating, stucco, re-slopping of sills, stucco drip edge at header and sealing in and around window open including up to the window with solid masonry/ stucco construction to aesthetically match the building design. The installation must prevent water intrusion into structure at all times.
16. Reinstall drywall on the interior wall, marble window sills and repaint entire wall to match current color palette.
17. Restore both interiors and exterior to preconstruction conditions or the City of Key West satisfaction. This condition includes but is not limited to repair damaged walls, flooring, ceiling and etc. remember that this facility does not allow patch painting.
18. Contractor is responsible for all installation, relocation, temporary, and etc. for electrical, electronic, plumbing, mechanical, concrete, masonry, painting, finishes, fixtures, roofing, crane service; control service, engineering service and etc. need to complete this project.

19. Contractor/contractor will supply his own warranty on all items that his staff or subcontractor install and/or repaired. The warranty must cover installation, repairs, materials, labor, equipment and parts for minimum of “Five Years” to be water tight.

B. WORK SCHEDULE: The Contractor shall comply with the City of Key West Noise Ordinance.
1. Hours: All work which generates noise as defined by the code of ordinances will be accomplished between the hours of 8:00 A.M. and 8:00 P.M.

C. MANDATORY PRE-BID MEETING: The affected areas will be physically identified in the mandatory pre-bid meeting and walk-through on April 4, 2012 at 0900 a.m. in front of the Key West Police Department, 1604 North Roosevelt Boulevard, Key West, FL 33040-7254

D. CONTRACTOR’S DUTY TO INSPECT- The Contractor has carefully examined the areas for the Work contemplated in the Bid Specifications section and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of bid will be considered evidence that the bidder has familiarized himself or herself with the nature and extent of the work, and the equipment, materials, and labor required. To arrange additional site visits, call Richard Sarver at 305-809-3757. The Contractor shall be responsible for the repair or replacement of any property damaged by the Contractor.

E. NON-WAIVER- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Contract.

F. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS- The Technical Specifications contained in this Invitation to Bid are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by the City of Key West. The City is receptive to any product which would be considered by qualified City personnel as an approved equal.
The bidder must state clearly in his or her Bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the bidder’s responsibility to provide adequate information in his or her Bid to enable the City to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, it may be rejected.

The City of Key West will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Bid which will best serve the interests of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

G. INSURANCE: Before commencing work as specified in the contract CONTRACTOR shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, return receipt requested, for all of the required insurance policies stated below. All notices shall name the CONTRACTOR and identify the agreement or contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as “additional insureds” as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

CONTRACTOR shall maintain limits no less than those stated herein and shall include waiver of subrogation as to the City of Key West, CONTRACTOR and their respective officers, agents, employees and subcontractors. The Contractor shall provide insurance as follows:

1. COMMERCIAL GENERAL LIABILITY: Coverage shall have minimum limits of One Million Dollars ($1,000,000) Per Occurrence, Combined Single Limit for Bodily Injury Liability and

Property Damage Liability. This shall include Premises and Operations; Independent contractors; Products and Completed Operations and Contractual Liability.

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE with a minimum limit of liability per occurrence of One Million Dollars ($1,000,000.00)Combined Single Limit and no annual aggregate. This insurance shall include for bodily injury and property damage the following coverage:
    a. Owned automobiles
    b. Hired automobiles
    c. Non-owned automobiles
    d. Location of operation shall be “All Locations.”

3. EXCESS/UMBRELLA LIABILITY shall have a minimum limit of Two Million ($2,000,000.00) per occurrence with an annual aggregate of Two Million ($2,000,000.00.) This coverage is to be following form and include the Commercial General Liability and Automobile Liability Policies.

4. WORKERS’ COMPENSATION: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers’ Liability with a minimum limit of $500,000 for each accident.

5. Scope of Insurance and Special Hazards: The insurance required under Paragraphs 1, 2, 3, and 4 hereof is a minimum to provide adequate protection for the Contractor, respectively, against damage claims which may arise from operations under this contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the entity’s operation under this contract. The insurance required herein and approval of Contractor's insurance by the City of Key West shall not relieve or decrease the liability of the Contractor hereunder.

6. Waiver of Subrogation: The insurance required under Paragraphs 1, 2, 3, and 4 hereof shall contain a waiver of subrogation” provision whereas the Contractor insurer waives any claim against the City of Key West.

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

6. Indemnification Agreement

The following Indemnification Agreement shall be made a provision of the contract:

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

In addition, it is understood if at any time any of the policies required by City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Contractor shall obtain an new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

H. PROTECTION OF PROPERTY AND THE PUBLIC- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

I. CONTRACT DOCUMENTS- The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;
All Addendums;
Contract Agreement;
Proposal;
Scope of Work/Specifications;

Insurance Certificates; and
Bonds.

J. CONTRACTOR'S EMPLOYEES-

1. The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

2. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

3. Contractor shall, upon receipt of a written request from the City Manager, immediately exclude any employee of Contractor from providing Work under this Contract.

4. The Work contemplated in this Contract is on public property, accordingly no alcoholic beverages shall be allowed.

5. The same care shall be exercised by all Contractor's and subcontractor's employees.

K. VEHICLES AND EQUIPMENT- Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City Manager may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

L. TERMINATION-

1. Either party may terminate this Contract without cause upon 30 days written notice to the other party.

2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.

4. The City may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract.

M. CHOICE OF LAW- This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

N. ATTORNEY'S FEES- In the event either party to this Contract is required to retain legal counsel to enforce any of its rights under this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

O. ACCESS TO PUBLIC RECORDS- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.

P. INSPECTION AND AUDIT- During the term of this Contract and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

Q. SEVERABILITY- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

R. WAIVER OF JURY TRIAL. The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.

S. COUNTERPARTS- This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

T. LIQUIDATED DAMAGES: In the event the Bidder is awarded the Contract and shall fail 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 to the Owner at the rate of two hundred fifty dollars ($250.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

U. RETAINAGE: The Owner will deduct from the estimate, and retain as part security, ten (10) percent of the amount earned for work satisfactorily completed. A deduction and retainage of ten (10) percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work. When the work is fifty (50) percent complete, the Owner may reduce the retainage to five (5) percent of the dollar value of all work satisfactorily completed to date provided the Contractor is making satisfactory progress and there is no specific cause for a greater retainage. The Owner may reinstate the retainage up to ten (10) percent if the Owner determines, at his discretion, that the Contractor is not making satisfactory progress or where there is other specific cause for such withholding.

V. NOTICES**-** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

For City:

City Manager
City of Key West
Po Box 1409
Key West, Florida 33041
Telephone: (305) 809-3881

LICENSES: BIDDER must represent that he holds all applicable state, county, and City of Key West licenses and permits required to do business as a contractor with respect to the work described in the Contract Documents before he may Bid on the project.

The following licenses and certificates are required as a minimum:

1.) All licenses or certificates required by federal, state or local statutes or regulations.

2.) A valid Business Tax Receipt issued by the City of Key West, if required.

3.) A valid Certificate of Competency issued by the Building Official of the City of Key West which shall remain valid throughout the time period of the Contract, if required.

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 construction or the percentage method or unit method of all licenses, permits, and fees REQUIRED BY THE CITY OF KEY WEST and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, Business Tax Receipt – Fees dependant on square footage leased and range from $115.00 to $800.00 per year.
- Appropriate Contractor's License
- HARC Permit as required

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

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

BID SUBMITTAL

Key West Police Department Window Repair
SUBMITTAL
Key West, FL

Combined Unit Price and Lump Sum Work:
The Bidder further Proposer to accept as full payment for the work Proposer herein the amounts computed under the Provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both works and figures, In case of discrepancy, the amount shown in words shall govern. The City reserves the right to modify phase scheduling as required.

The undersigned bidder, in compliance with your request for bids for the lighting equipment at the above project, having examined specifications, related documents, and site of the proposed project, hereby proposes to repair structure as described in the specifications. These prices are for all labor and materials and are to cover the specified equipment and delivery charges. The contract for bid item “A” will be based on the bid item “C” (The total cost of bid item A and bid item B).

Contingency Allowances: These allowances are designated **f**or unforeseen conditions and conflicts. The Owner will negotiate with the Contractor how each Contingency Allowance will be spent prior to performing the work. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Change Order.

Window Replacement Allowance
This allowance is for the replacement of windows in cases where the original window installation allowed for water intrusion. Conditions which may have contributed to water intrusion are window improperly sized for rough opening, window not properly installed, or improper design. In all cases the Owner will negotiate with the Contractor how each window replacement contingency allowance will be spent prior to performing the work. Each window replacement must be preapproved by the Owner. The bidder acknowledges that payment will be based on a unit price for each window. Bidder must supply a unit price for replacement of a new window.

Lump Sum Bid Price

A. Contract Prices:	Unit Price Figure	Unit Price Written in Words
Repair of Windows at KWPD	$_____	_____

B. Contingency Allowance I5% of Bidder Unit Price

New Window Replacement cost per window unit $_____ per window unit

C. Total Lump Sum Project Cost: $_____ _____
(Add Bid item "A" thru "B") Total Price in Words

PRICE FOB KEY WEST, FLORIDA
PAYMENT TERMS: 45 days after delivery
DELIVERY _____ DAYS ARO

BIDDER REPRESENTATION

I represent that this bid is submitted in compliance with all terms, conditions and specifications of the Call for Bid and that I am authorized by the owners/principals to execute and submit this bid on behalf of the business identified below:

BUSINESS NAME:_____

STREET ADDRESS:_____

CITY/STATE/ZIP:_____

PRINT NAME OF AUTHORIZED REPRESENTATIVE:_____

TITLE/POSITION OF AUTHORIZED REPRESENTATIVE:_____

DATE SUBMITTED: ***TELEPHONE:*** _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee 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 prescribed before me this _____ day of _____, 2012

_____
NOTARY PUBLIC, State of Florida

My commission expires:_____

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to_____
by_____
(print individual's name and title)
for_____
(print 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):_____

2. 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. 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 agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of 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.

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

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

___ Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(SIGNATURE)

_____
(DATE)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

_____who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
_____day of _____, 2012

_____
NOTARY PUBLIC

My commission expires:_____

CALL FOR BIDS

NOTICE is hereby given to prospective bidders that sealed bids will be received by the CITY of KEY WEST, FLORIDA by the office of the City Clerk, 3126 Flagler Avenue, Key West, Florida 33040 until 3:00 P.M.,April 12, 2012 for Bid, ITB 12-019 Police Department Window Repairs. Bids will be opened in the Office of the City Clerk then and there and publicly read aloud. Any bid received after the time announced will not be considered. SPECIFICATIONS AND BID DOCUMENTS may be obtained from DemandStar by Onvia at www.demandstar.com/supplier or call toll-free at 1-800-711-1712. All bids shall be submitted with two (2) originals hard copies and three (3) USB flash drives or three (3) CD ROMs each with one PDF file of the bids are to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside:

BID # 12-019 for Police Department Window Repairs,
addressed and delivered to:

CITY CLERK, CITY OF KEY WEST, FLORIDA
CITY HALL, 3126 FLAGLER AVENUE
KEY WEST, FLORIDA 33040

At the time of the award, the successful Bidder must show satisfactory document of such State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the bid documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the bid in question. The City may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bidder does not strictly conform to the law or is non-responsive to bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

_____
Sue Snider, Purchasing Agent

Published:_____

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

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

1. 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.

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

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

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

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

Business Name Phone:

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

Length of time at this address

_____ _____
Signature of Authorized Representative Date

STATE OF_____
COUNTY OF_____

The foregoing instrument was acknowledged before me this _____day of _____, 20___.
By_____, of_____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced_____as identification
(type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

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

_____
Title or Rank

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

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.

CONTRACTOR: _____ SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

DATE: _____