



May 19, 2013

To: All Prospective Bidders

City of Key West Bid No. 13 – 018 Grounds Maintenance at City Marina at Garrison Bight and Key West Bight Marina contains the following documents:

- a. Cover letter one (1) page in length
- b. General Conditions of Invitation to Bid four (4) pages in length
- c. Statement of No Bid one (1) page in length
- d. Specifications four (6) pages in length
- e. Bid Response Form (4) pages 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. Local Preference Certification one (1) page in length
- j. Domestic Partners Compliance
- k. Call for Bids 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, Required Permit/License, Anti-Kickback Affidavit, Public Entity Crimes Certification, Local Preference, Domestic Partners Compliance, and copy of current Occupational License.

SUBJECT: BID NO. 13 – 018 Grounds Maintenance at City Marina at Garrison Bight and Key West Bight Marina

ISSUE DATE: May 19, 2013

PRE BID
CONFERENCE: May 29, 2013 (Mandatory) 9:00 a.m. @ Key West Bight 10:00 a.m. @ Garrison Bight

MAIL BIDS TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVE
KEY WEST, FL 33040

DELIVER
BIDS TO: SAME AS ABOVE

BIDS MUST BE
RECEIVED June 26, 2013
NOT LATER
THAN: 3:00 p.m.

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 proposals shall be submitted in original plus six (6) copies.
- (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.

2. DESCRIPTION OF SUPPLIES:

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

3. SUBMISSION OF BIDS:

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the bidder, the date and hour of the bid opening and the bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the form furnished. Telecopier bids will not be considered.

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 proposal 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:

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

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

8. COLLUSION:

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

9. VARIANCE IN CONDITIONS:

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

10. APPROPRIATIONS CLAUSE:

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

11. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

(a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he may submit to the Finance Director on or before five (5) 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 Finance Director 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 from 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 Finance Director.
- (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. LOCAL PREFERENCE:

- (a) Under a competitive bid solicitation, when a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses in within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive non-local bidder within three working days of the notice of the intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest non-local 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 non-local bid price(s), then the award shall be made to the non-local business.

15. DOMESTIC PARTNER BENEFITS

- (a) 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 provides 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 plant 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.

16. DAMAGE:

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

17. LICENSES

- (a) General Service
- (b) Business tax receipt
(Cost not to exceed \$98.70)

18. PAYMENT

- (a) Recommendations for payment will be processed and paid within 45 days from submission.

19. INSURANCE

(PAGES 8,9,10)

CONTRACTOR Insurance/Indemnity Language

Insurance

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the **CONTRACTOR** shall provide the minimum limits of liability insurance coverages 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	\$_000,000	Occurrence/Aggregate

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at **least as broad as CG 2010 (11/85) or its Equivalent, (COMBINATION OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** INCLUDING A "**Waiver of Subrogation**" clause in favor of City of Key West on all policies. **CONTRACTOR** will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

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

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

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

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

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

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **CONTRACTOR** will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **CONTRACTOR**.

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the “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 CONTRACTOR under Workers’ Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: _____

SEAL:

Address

Signature

Print Name

Title

DATE: _____

STATEMENT OF NO BID # 13 – 018 Grounds Maintenance at City Marina at Garrison Bight and Key West Bight Marina

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

ROUTINE GROUNDS MAINTENANCE – 3 YEAR PERIOD

Routine grounds maintenance, clean up, trash and litter removal shall include all materials and labor necessary to provide the services for 3 years at City Marina, 1801 N. Roosevelt Ave, Key West Florida and Key West Bight, 201 William St, Key West Florida more specifically described herein.

1. City Marina at Garrison Bight

Physical Address: 1801 N Roosevelt Blvd
Key West, FL 33040

Geographical Location: North 24 33.606 West 81 47.054

Bordering roads: North Roosevelt Blvd and intersecting Palm Ave

Description

Routine grounds maintenance at City Marina includes all common areas generally described as:

- 1) Marina Dock Masters office and transient bathroom facility, parking area, landscape beds, medians, sidewalks and boat ramp
- 2) Charter Boat Row: sidewalks, landscape beds, medians, parking lot and waste receptacles
- 3) Live aboard section : medians bordering Palm Ave , landscape beds, and green spaces around tenant bath house and sidewalks from N Roosevelt Blvd running north up to the bridge underpass
- 4) Key West Mooring Field Dinghy Dock and shower trailer, parking lot, medians, flower beds and green spaces up to the north end of Palm Ave Causeway
- 5) Trailer parking area
- 6) In the water along the sea walls and docks

Trash/Debris Removal

- 1) Trash and debris will be collected and deposited in the compactor or recycle bin
- 2) Trash may never be placed or blown on property surrounding or adjacent to the site
- 3) Litter will be picked up, swept or vacuumed up and removed from the water with a net
- 4) Special attention will be made to ensure that all litter, bottles, cans, cigarette butts, animal feces, etc. are removed from pedestrian areas and walkways
- 5) Re-stock pet waste bags in receptacles
- 6) The City will provide trash can liners and pet waste bags

- 7) During special events such as Fantasy Fest, New Years, Race Week, etc. contractor will empty waste receptacles more frequently as determined by the City. The City will designate special events that require extra service and pre-schedule with contractor

Clean Up

- 1) The compactor area will be sprayed, washed, or power washed utilizing cleaning solutions approved by the City and in compliance with the clean marina standards
- 2) The oil recycle area will be cleaned with an approved degreaser and an absorbent treatment applied as necessary for spills
- 3) Trash and recycle receptacles will be cleaned and washed to remove spills, stains, odors
- 4) Clean the surface of and remove stickers from pump out stations, transformer boxes, fire cabinets, ash cans, ferry terminal railings and other common area appurtenances.
- 5) All cleaning supplies are to be supplied by the contractor

Frequency

Trash cans emptied	1X daily 7-8 AM
Special Events Trash service	TBD by City
Litter pick up all areas	1X daily
Remove trash from water	1X daily
Trash compactor/recycle cleanup	1X daily
Oil recycle area clean up	1X daily
Trash receptacles washed	Quarterly
Clean common area surfaces	Quarterly

General Conditions

1. The Contractor will be responsible for the training and supervision of all personnel to ensure that all safety requirements are practiced while working on the site
2. Supervisors shall provide their cell phone numbers for contact purposes
3. Contractor will provide clothing identifying employees with company's name
4. Contractor will ensure that their operations do not interfere with the businesses or impede pedestrian traffic.
5. Contractor may provide utility or electric carts for their use and they may be stored on-site in a location TBD with the City

Quality Control

A checklist of tasks completed and any problems encountered will be signed by a supervisor and submitted to the management office daily

Representatives of the Contractor will monitor the properties regularly to ensure that the highest maintenance standards are being met.

Inspect all locations quarterly with results reported in writing to the City.

To ensure ongoing quality, at the City's discretion, inspections of the property will be scheduled with the Contractor to review the Contractor's performance

After each inspection, a representative of the Contractor will prepare a written summary noting any items needing attention. A copy will be given to the City within 5 work days.

The City will expect the Contractor to address all items within 2 weeks. If the Contractor feels that this impractical, the City is to be provided with a written, detailed action plan showing completion dates and describing corrective measures that will be taken for each item not completed.

The Contractor agrees that they will notify the City of any areas of concern, deficiencies or safety hazards that they observe during their daily services, for example: any receptacles in disrepair, broken hinges, sharp edges, etc., trip hazards in parking areas, broken curbs, bent signs, pavement damage; water leaks or sprinkler damage in landscape beds; lights out, and so on.

2. Key West Bight

Physical Address: 201 William St
Key West, FL 33040

Geographical Location: North 24 33.743 West 81 48.065
Bordering roads: Caroline St, Greene St and Grinnell St.

Description

Routine grounds maintenance at Key West Bight includes all common areas generally described as:

- 1) Green St Parking Lot, flower beds and shrub perimeter.
- 2) Lazy Way Lane and Greene St Plaza
- 3) William Street Plaza, Harbor walk and docks
- 4) Caroline St Parking Lot, islands in lot and shrub perimeter
- 5) Margaret Street Plaza and parking area
- 6) 901 Caroline St. parking lot
- 7) Common area streets, sidewalks, walkways
- 8) Ferry Terminal grounds
- 9) Water along sea wall/docks

Trash/Debris Removal

- 1) Trash and debris will be collected and deposited in the compactor or recycle bin
- 2) Trash may never be placed or blown on property surrounding or adjacent to the site
- 3) Litter will be picked up, swept or vacuumed up, and removed from the water with a net
- 4) Special attention will be made to ensure that all litter, bottles, cans, cigarette butts, animal feces, etc. are removed from pedestrian areas, plazas, and walkways
- 5) Re-stock pet waste bags in receptacles
- 6) The City will provide trash can liners and pet waste bags
- 7) During special events such as Fantasy Fest, New Years, Race Week, etc. contractor will empty waste receptacles more frequently as determined by the City . The City will designate special events that require extra service and pre-schedule with contractor.

Clean Up

- 1) The compactor area will be sprayed, washed, or power washed utilizing cleaning solutions as approved by the City and in compliance with the clean marina standards
- 2) The oil recycle area will be cleaned with an approved degreaser and an absorbent treatment applied as necessary for spills
- 3) Trash receptacles will be cleaned and washed to remove spills, stains, odors

- 4) Clean the surface of and remove stickers from pump out stations, transformer boxes, fire cabinets, ash cans, ferry terminal railings and other common area appurtenances
- 5) Sweep mulch/greenstone back into landscape areas
- 6) All cleaning supplies are to be supplied by the contractor.

FREQUENCY

Trash cans emptied	2X daily 7-9 AM and 3-5 PM
Special Events Trash service	TBD by City
Litter pick up all areas	1X daily
Remove trash from water	1X daily
Trash compactor/recycle cleanup	1X daily
Oil recycle area clean up	1X daily
Trash receptacles washed	Quarterly
Clean common area surfaces	Quarterly

General Conditions

1. The Contractor will be responsible for the training and supervision of all personnel to insure that all safety requirements are practiced while working on the site
2. Supervisors shall provide their cell phone numbers for contact purposes
3. Contractor will provide clothing identifying employees with company’s name
4. Contractor will ensure that their operations do not interfere with the businesses or impede pedestrian traffic.
5. Contractor may provide utility or electric carts for their use and they may be stored on-site in a location TBD with the City

Quality Control

A checklist of tasks completed and any problems encountered will be signed by a supervisor and submitted to the management office daily.

Representatives of the Contractor will monitor the properties regularly to ensure that the highest maintenance standards are being met. Inspect all locations quarterly with results reported in writing to the City.

To ensure ongoing quality, at the City’s discretion, inspections of the property will be scheduled with the Contractor to review the Contractor’s performance

After each inspection, a representative of the Contractor will prepare a written summary noting any items needing attention. A copy will be given to the City within 5 work days.

The City will expect the Contractor to address all items within 2 weeks. If the Contractor feels that this impractical, the City is to be provided with a written, detailed action plan showing completion dates and describing corrective measures that will be taken for each item not completed.

The Contractor agrees that they will notify the City of any areas of concern, deficiencies or safety hazards that they have noted during their daily services for example: any receptacles in disrepair, broken hinges, sharp edges, etc.; trip hazards in parking areas, broken curbs, bent signs, pavement damage; water leaks or sprinkler damage in plant beds; lights out, and so on.

BID FORM

ITB #13-018 Grounds Maintenance at City Marina at Garrison Bight and Key West Bight Marina

LUMP SUM BID PRICE FOR CITY MARINA AT GARRISON BIGHT

\$ _____ per year

\$ _____ three year total

Bid Total in Words for City Marina at Garrison Bight Per Year

LUMP SUM BID PRICE FOR KEY WEST BIGHT MARINA

\$ _____ per year

\$ _____ three year total

Bid Total in Words for Key West Bight Marina Per Year

BID BREAKDOWN

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

The Schedule of Values (unit prices) shall include at a minimum of the following:

BASE BID FOR CITY MARINA AT GARRISON BIGHT

Item #	Description	Qty	Units	Unit Price	Total*
1	Labor for grounds clean-up		Hrs/Wk		
2	Labor for trash receptacle empty and clean		Hrs/Wk		
3	Labor for shoreline clean up		Hrs/Wk		
4	Labor for compactor and oil recycle clean up		Hrs/Wk		
TOTAL PER WEEK					
SUBTOTAL PER YEAR(week x 52)					
5	Materials (chemicals, solvents, etc.)	1	Total	NA	
6	Special event coverage	1	Total	\$2,500	\$2,500
TOTAL PER YEAR (Labor plus materials and Special events)					

BASE BID FOR KEY WEST BIGHT MARINA

Item #	Description	Qty	Units	Unit Price	Total*
1	Labor for grounds clean-up		Hrs/Wk		
2	Labor for trash receptacle empty and clean		Hrs/Wk		
3	Labor for shoreline clean up		Hrs/Wk		
4	Labor for compactor and oil recycle clean up		Hrs/Wk		
TOTAL PER WEEK					
SUBTOTAL PER YEAR (week x 52)					
5	Materials (chemicals, solvents, etc.)	1	Total	NA	
6	Special event coverage	1	Total	\$2,500	\$2,500
TOTAL PER YEAR (Labor plus materials and Special events)					

ADDITIONAL SERVICES – BOTH LOCATIONS

(Hourly rate will be used on an as needed basis. Do not include in base bid total)

Item #	Description	Qty	Units	Unit Price	Total*
1	Labor for special event grounds and trash receptacle clean up	1	Hr		NA

PLEASE USE AND SUBMIT ATTACHED SCHEDULE OF VALUES

***FINAL PAYMENT WILL BE BASED ON ACTUAL LABOR AND MATERIALS USED
APPROVED BY CITY STAFF**

PRICE FOB KEY WEST, FL
PAYMENT TERMS: 45 days after delivery
DELIVERY/BEGIN DATE _____ 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 proposal 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 _____, 2013

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 _____, 2013

NOTARY PUBLIC

My commission expires: _____

SAMPLE CONTRACT

This Contract, made and entered into this _____ day of _____ 2013, by and between the **CRA**, hereinafter called the "Owner", and _____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, 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 the PROJECT ITB #13-018: Grounds Maintenance at City Marina at Garrison Bight and Key West Bight Marina, to the extent of the BID made by the Contractor, dated this _____ day of _____ 2013, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of Grounds Maintenance at City Marina at Garrison Bight and Key West Bight Marina, 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 Contractor the LUMP SUM BID amount in the 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 Contractor agrees to complete the work within the time specified in the Contract, and to accept as full payment hereunder the amounts as determined by the Contract Documents and based on the said Bid.

The Contractor 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 harmless the Owner from any costs encountered in remedying such defects.

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of two hundred fifty dollars (\$250.00) per calendar day. Sundays and legal holidays shall be included in determining days in default.

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

Attest:

By:

Cheryl Smith, City Clerk

Bogdan Vitas, City Manager

Contractor: _____ Witness: _____

By: _____ Print Name: _____

Print Name: _____

Title: _____

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 firmly bound unto _____ hereinafter 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 presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

Grounds Maintenance at City Marina at Garrison Bight and Key West Bight Marina said Bid, 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 labor, materials, (except those specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Specifications entitled:

Grounds Maintenance at City Marina at Garrison Bight and Key West Bight Marina

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 five (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 Owner for the performance of said Contract, within five (5) 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 five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE 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, _____ 2013.

PRINCIPAL

By

SURETY

Attorney-In-Fact

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

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

- a. *Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.*
- b. *Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.*
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - 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 R

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 Ave., Key West, Florida 33040 until 3:00 P.M. June 26, 2013 for Bid #13-018 Grounds Maintenance at City Marina at Garrison Bight and Key West Bight Marina .

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. One (1) original and six (6) copies of the bids are to be enclosed in two (2) sealed envelopes, one within the other, each Clearly marked on the outside: BID #13-018 Grounds Maintenance at City Marina at Garrison Bight and Key West Bight Marina, addressed and delivered to:

CITY CLERK, CITY OF KEY WEST, FLORIDA
CITY HALL, 3126 FLAGLER AVE.
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.

Key West Bight



Garrison Bight

