Invitation to Bid DOCUMENTS

FOR

SMATHERS AND REST BEACH CLEANING SERVICES

City of Key West ITB #14-001

CITY OF KEY WEST

MAYOR: CRAIG CATES

COMMISSIONERS:

TONY YANIZ

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PREPARED BY:
CITY OF KEY WEST
COMMUNITY SERVICES

ITB DOCUMENTS

CITY OF KEY WEST

Key West, Florida

BID DOCUMENTS

for

SMATHERS AND REST BEACH CLEANING SERVICES

****

CONSISTING OF:

BIDDING REQUIREMENTS

CONTRACT FORMS

CONDITIONS OF THE CONTRACT

****

CITY OF KEY WEST
COMMUNITY SERVICES

Key West, Florida

SEPTEMBER 2013

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PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB 14-001 Smathers and Rest Beach Cleaning Services, addressed to the City of Key West, will be received at the Office of the City Clerk, 3126 Flagler St., Key West Florida, 33040 until 3:00 pm on October 9, 2013 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered. **Please submit one (1) original, one (1) copy and two (2) flash drives each with one single PDF file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "SMATHERS AND REST BEACH CLEANING CONTRACT" addressed and delivered to the City Clerk at the address noted above.**

The requirement consists of the beach cleaning services for Smathers and Rest Beach for a period of three (3) years with a two (2)-year renewal option.
.
Drawings and Specifications may be obtained from Demand Star by Onvia. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712.

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

A pre-bid meeting will be held in the conference room at 3132 Flagler Avenue, Key West, Florida on September 25, 2013 at 9:00 A.M. The purpose of the meeting will be to discuss the scope of work/ requirements and answer questions from the prospective bidders. Prospective bidders who fail to attend the mandatory pre-bid meeting as specified will render their bid unresponsive. The City will not open bids from bidders who fail to attend the mandatory pre-bid meeting. Attendance of the mandatory pre-bid will be verified at the time of the bid opening by comparing the bids submitted with the mandatory sign-in sheet from the pre-bid meeting.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will also be required to furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

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

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

A. City of Key West Business Tax License Receipt

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida. Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications. For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact Randy Sterling, Parks and Recreation Manager, for the City of Key West Community Services Department at 305 809- 3769 or rsterlin@keywestcity.com. As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question.

The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is nonresponsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City.

Dated this _____, the day of _____, 2013.

CITY OF KEY WEST

By_____

Bogdan Vitas, Jr., City Manager

*****

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Deputy Director of Community Services (Rod Delostrinos, (305) 809-3751, rdelostr@keywestcity.com), in writing (at least 8 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions. The CITY will make available to prospective Bidders upon request and at the office of the Deputy Director of Community Services, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

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

5. TYPE OF PROPOSAL:

ANNUAL LUMP SUM

The Proposal for the work is to be submitted as an annual lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the Proposal. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal.

The Bidder shall submit a Schedule of Values with the Proposal.

Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail. Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid. Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Bidder is interested in more than one Proposal for work contemplated; all Proposals in which such Bidder is interested will be rejected.

B. SIGNATURE

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

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions. The Bidder shall submit with his Bid his experience record showing his experience and expertise in CBS construction and related work. Such experience record shall provide at least five current or recent projects of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.

3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS
Bidder shall complete and submit the following forms with his bid:
Anti-Kickback Affidavit
Public Entity Crimes Form
Indemnification Form
City of Key West Business License Tax Receipt
Domestic Partnership Affidavit

E. PUBLIC ENTITY CRIMES FORM
Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES
Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

8. SUBMISSION OF BIDS
All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL and one (1) COPY of bid package and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package.** Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

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

10. BID SECURITY
BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is

located, in the amount of five (5) percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of sixty (60) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided. The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided. If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders who's BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Proposals they accompanied.

12. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of Proposals, the CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within seventy-five (75) days after the opening of Proposals. The CITY reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID (Base + Alternates) from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract

or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

16. PREQUALIFICATIONS/ REFERENCES

The CONTRACTOR's company shall have performed verifiable work in the beach cleaning services within the most recent 60 month period of time. Three (3) commercial references of comparable scope of work with current contact information will be required as well.

Business License/Certificate of Competency

The bidder must submit with the bid documents the following:

A. Florida business license/ registration for the bidding company
B. City business tax receipt, as defined in Code of Ordinances, Chapter 66, enabling the CONTRACTOR to perform the work stated herein.

* * * * * *

BID FORM

To: The City of Key West

Address: 3126 Flagler Avenue, Key West, Florida 33040

Post Office Box 1409, Key West, Florida 33041

Title: **Smathers and Rest Beach Cleaning Services**

Bidder's person to contact for additional information on this Bid:

Name: _____

Telephone: _____ Email: _____

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that the Owner may “non-perform” the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of maintenance, service, and inspection to do the work and furnish all the materials necessary to provide all service as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONTRACT

Contract start date is effective once contract is properly executed by the City of Key West

ADDENDA

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

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

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further agrees to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved.

For unit price bid items, the estimate of quantities of work to be done is tabulated in the Bid 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 words and figures. In case of discrepancy, the amount shown in words shall govern.

risk managers

BEN FEW & COMPANY, INC.

Memo

To: _____

From: Ben Few III, ARM, ARM-P, AAI

Date:

Subject: Contractor Insurance Requirements for the City of Key West, Florida

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

Commercial General Liability Limits:	$2,000,000 Aggregate $1,000,000 Each Occurrence $2,000,000 Products-Comp / Op Aggregate $1,000,000 Personal & Advertising Injury $300,000 Fire Damage / Legal
Coverage must include the following: - Contractual Liability - CG2010 (1185) or Equivalent - No exclusion for XCU - Products / Completed Operations - Personal Injury	- Commercial Form - Broad Form Property Damage - Premises / Operations - Independent Contractors (if any part of the work is to be subcontracted out)
Automobile Liability:	$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Pollution Liability	$1,000,000 Per Claim / Aggregate
Additional Umbrella Liability:	$_,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	$1,000,000 Each Accident $1,000,000 Disease-Policy Limit $1,000,000 Disease-Each Employee

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

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

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

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

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

INDEMNIFICATION

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 any and all liability for damages, including if allowed by Law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by CONTRACTOR or its Subcontractors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages in whole or in part by any act, omission, or default of any indemnitee but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemniteee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of CONTRACTOR or its subcontractors, material men, or agents of any tier or their respective employees.

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

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: _____

BUILDING PERMIT ALLOWANCE

Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total Additive Alternate Bids for the Building Permit required by the City of Key West. Bidder acknowledges that payment will be based on actual costs for the permit(s).

BID SCHEDULE

SMATHERS AND REST BEACH CLEANING SERVICES

FIX LUMP SUM BID PRICE ITEMS

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

The Bidder further agrees that the unit prices represent a true measure of the 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 words and figures. In case of a discrepancy, the amount shown in words shall govern.

1. Clean beach, in conformance with specifications and contract documents, once per day for One (1) year, and dispose of material properly in a FDEP licensed disposal site. If work is not performed for any reason the daily cost of cleaning will be deducted from the contract amount and it will be determined by dividing the 1 year lump sum by 365.

Cost

a) Smathers Beach

i.) Year 1

_____ $_____

(Amount Written in Words has Precedence) (Figure)

ii.) Year 2

_____ $_____

(Amount Written in Words has Precedence) (Figure)

iii.) Year 3

_____ $_____

(Amount Written in Words has Precedence) (Figure)

Subtotal (Add Items a)-i-thru a)-iii)

_____ $_____

(Amount Written in Words has Precedence) (Figure)

b) Rest Beach

i.) Year 1

_____ $_____

(Amount Written in Words has Precedence) (Figure)

ii.) Year 2

_____ $_____

(Amount Written in Words has Precedence) (Figure)

iii.) Year 3

_____ $_____

(Amount Written in Words has Precedence) (Figure)

Subtotal (Add Items b)-i-thru b)-iii)

_____ $_____

(Amount Written in Words has Precedence) (Figure)

Grand Total of Smathers (Item A) + Rest (Item B)

_____ $_____

(Amount written in words has precedence) (Figure)

ADDITIVE ALTERNATE #1

Cleaning twice a month, to the same specifications as outlined in this solicitation (where at least 90% of debris is removed) the area located at the furthest eastern boundary of Smathers Beach to the area adjacent to sidewalk along South Roosevelt Boulevard approximately 400 feet.

i.) Year 1

_____ $_____

(Amount Written in Words has Precedence) (Figure)

ii.) Year 2

_____ $_____

(Amount Written in Words has Precedence) (Figure)

iii.) Year 3

_____ $_____

(Amount Written in Words has Precedence) (Figure)

Total (Add Items i-iii)

_____ $_____

(Amount Written in Words has Precedence) (Figure)

* * * * * * * * * *

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: _____

SUBCONTRACTORS

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

_____

Portion of Work

_____

Name

_____, _____, _____, _____

Street City State Zip

_____

Portion of Work

_____

Name

_____, _____, _____, _____

Street City State Zip

_____

Portion of Work

_____

Name

_____, _____, _____, _____

Street City State Zip

_____

Portion of Work

_____

Name

_____, _____, _____, _____

Street City State Zip

SURETY

_____whose address is

_____, _____, _____, _____

Street City State Zip

_____ _____

Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is _____

_____doing business at

_____, _____, _____, _____

Street City State Zip

_____

email address

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Name	Title

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2013.

_____

Signature of Bidder

_____

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____ 2013.

(SEAL)

_____

Name of Corporation

By _____

Title_____

Attest _____

Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

(List similar contracts, with types, names of owners, maintenance costs, and references with phone numbers. Use additional sheets if necessary.)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

* * * * * *

SERVICE PERSONNEL

Company Name: _____

Maintenance/ Service Personnel: Bidder must furnish the names, positions, overall experience, and length of service of personnel who will service this bid.

	Name	Position	Indicate overall experience, level of expertise, & number of months/ years' experience.
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

Use additional sheets as necessary

* * * * * *

FLORIDA BID BOND

BOND NO. _____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

hereinafter called the PRINCIPAL, and _____

_____

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

having its principal place of business at _____

_____ in the State of _____

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

unto _____

hereinafter called the OBLIGEE, in the sum of _____

DOLLARS ($_____) for the payment for which we bind ourselves, our

heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for SMATHERS AND REST BEACH CLEANING SERVICES, Key West, Florida, 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 all labor, materials (except those to be 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 Drawings and Specifications, entitled:

SMATHERS AND REST BEACH CLEANING SERVICES

WHEREAS, it was a condition precedent to the submission of said bid that cash, cashier's check,

certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE 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_____

By

_____

Attorney-In-Fact

* * * * * *

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 employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:_____

Sworn and subscribed before me this _____ day of _____ 2013.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * * *

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

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

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

_____

_____

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

whose business address is _____

_____

_____

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

_____

_____

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

signing this sworn statement _____

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

and my relationship to the entity named above is _____

_____

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

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

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

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

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

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

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

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

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

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

affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____

(signature)

_____

(date)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her

(name of individual signing)

signature in the space provided above on this _____day of _____
, 2013.

My commission expires:

_____

NOTARY PUBLIC

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 any and all liability for damages, including if allowed by Law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by CONTRACTOR or its Subcontractors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages in whole or in part by any act, omission, or default of any indemnitee but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemniteee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of CONTRACTOR or its subcontractors, material men, or agents of any tier or their respective employees.
Indemnification by CONTRACTOR for Professional Acts. CONTRACTOR hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "Indemnitees",) and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal,) fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of CONTRACTOR'S negligent acts, errors or omissions or intentional acts in the performance of CONTRACTOR's services, or any of their respective affiliates, under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and CONTRACTOR, they shall be borne by each party in proportion to its negligence.

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: _____

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

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

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

By:_____

Sworn and subscribed before me this _____ day of _____ 2013.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * * *

LOCAL VENDOR CERTIFICATION

PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798

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

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

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

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

- Not a local vendor pursuant to Code od Ordinances Section 2-798
- Qualifies as a local vendor pursuant to Code od Ordinances 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

_____

Return Completed form with Print, Type or Stamp Name of Notary

Supporting documents to:

City of Key West Purchasing _____

Title or Rank

SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY

AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:

(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered

against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20___.

By _____

Authorized Signature/Contractor

_____

Typed Name/Title

_____

Contractor's Firm Name

_____

Street Address

_____

Building, Suite Number

_____

City/State/Zip Code

_____

Area Code/Telephone Number

CONE OF SILENCE AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

_____ day of _____, 20___.

_____
NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

Sec. 2-773. Cone of Silence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5) Contract discussions during any duly noticed public meeting;

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

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

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

(d) Procedure

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

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

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

(e) Violations/penalties and procedures.

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

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

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

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

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

STATEMENT OF NO BID # 14-001

Smathers and Rest Beach Cleaning Services

Note: If you do not intend to submit a Bid, please return this form ONLY.

TO: "Smathers and Rest Beach Cleaning Services"
Office of the City Clerk
3126 Flagler Avenue,
P.O. Box 1409, Key West, FL. 33041-1409

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

_____Insufficient time to respond to the 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 the City of Key West's, "Bidder's Mailing List"

_____Other (Please specify below)

REMARKS: _____

_____

_____

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: _____

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood ☐

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

3. Total and unit Prices added correctly. ☐

4. Addenda acknowledged. ☐

5. Subcontractors are named as indicated in the Bid. ☐

6. Experience record included. ☐

7. Service personnel included. ☐

8. Bid signed by authorized officer. ☐

9. Bid Bond completed and executed, including power-of-attorney, dated the same day. ☐

10. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. ☐

11. Bidder, if successful, able to obtain and/or demonstrate possession of required

licenses and certificates within 10 days after receiving a Notice of Award. ☐

12. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract. ☐

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

14. Anti-kickback Affidavit, Public Entity Crime Form, City of Key West Indemnification Equal Benefits for Domestic Partners Affidavit, Local Vendor Certification, Suspension and Debarment Certification, Cone of Silence Affidavit ☐

PART 2

CONTRACT FORMS

CONTRACT AGREEMENT

This Contract, made and entered into _____ day of _____ 2013, by and between the City of Key West, hereinafter called the "Owner", and

_____, hereinafter called the "Contractor";

Intent

The City of Key West is seeking Professional Services of a qualified Bidder to provide professional beach cleaning services for OWNER owned beaches.

Definition

In this document “CONTRACTOR” refers to the successful bidder and “OWNER” refers to the City of Key West. “VENDOR” is synonymous with “CONTRACTOR” also referring to the successful bidder.

Terms of Contract

This bid is for a three year period beginning immediately upon OWNER approval. A two year option is included and can be exercised at the discretion of the OWNER. The OWNER can base this option based on performance, value, and other factors in the best interest of the City of Key West.

General Provisions

The CONTRACTOR agrees to complete the work on a daily basis as specified in the contract documents and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The CONTRACTOR agrees to remedy all defects appearing in the work or workmanship performed under this Contract during the contract period, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

If CONTRACTOR fails to begin the work on the day performance is to begin, or fails to perform the work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the work, or shall perform the work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the term set forth in the Contract Documents or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the OWNER may give notice in writing to CONTRACTOR (and its surety if applicable) of such delay,

neglect or default, specifying the same. If CONTRACTOR, within a period of five (5) calendar days after such notice, shall not proceed in accordance therewith, then Owner may upon written certificate from Engineer of the fact of such delay, neglect or default and CONTRACTOR'S failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the work site and take the prosecution of the work out of the hands of CONTRACTOR. In such case, CONTRACTOR shall not be entitled to receive any further payment. In addition Owner may enter into an agreement for the completion of the work according to the terms and provisions of the Contract Documents, or use such other methods as in Owner's sole opinion shall be required for completion of the work in an acceptable manner. All damages, costs, and charges incurred by Owner, together with the costs of completing the work, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by Owner shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay Owner the amount of said excess.

The OWNER can perform inspections of work at any frequency to determine the performance and quality of services as outlined in this agreement.

Termination of Agreement

This agreement may be terminated for default or convenience by the OWNER. Normally a written notice will be issued to the CONTRACTOR ninety (90) days in advance of its intention to cancel. The OWNER shall only be liable for payment of service rendered prior to the effective date of termination.

Termination for Default: The OWNER reserves the right to terminate the agreement in whole or in part by reason of the CONTRACTOR's failure, actual or anticipatory, to perform its obligations under the contract. Notification of this termination may be shorter than the ninety (90) days advance intention to cancel. The OWNER may at its discretion allow the CONTRACTOR to rectify problems within five (5) days of notification before termination for default.

Termination for Convenience: The OWNER reserves the right to terminate the agreement in whole or in part due to requirements no longer existing for the services being provided, to a lack of funds, to advances in the state of the art rendering obsolete the services covered by the agreement or for any other reason the OWNER determines is in the best interest of the City of Key West.

Compensation

In consideration of the performance of the work as set forth in these Contract Documents, the OWNER agrees to pay to the Contractor the amount submitted in the Proposal as adjusted in accordance with the Contract Documents and to make such payments in the manner and at the time provided in the Contract Documents. The frequency of payment is monthly.

Scope of Work

CONTRACTOR shall furnish all labor, materials, tools, equipment, transportation, fuel costs, services, supervision, engineering expertise, and performing all operations required to properly provide professional beach cleaning services at City of Key West owned Smathers and Rest Beaches.

All work shall conform to all State of Florida regulations and requirements and all existing City and County Codes and regulations. The work must be accomplished with professional methods and standards of the trade.

The OWNER reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies through separate procurement actions due to unique or special needs, as determined at the sole opinion of the OWNER.

All trip charges, mileage, vehicle charges, fuel, and travel times are to be included in the bid pricing.

Identification

CONTRACTOR, subcontractors, and their employees are required to have visible, personal identification and the Contractor's company name displayed on their shirts.

Detail of Specifications

"STANDARD SERVICE" REQUIREMENTS: The following sections describe Beach Cleaning Services required of the Contractor.

1. Inclusions: Except as specifically excluded, Contractor shall be responsible for providing all services, materials, labor, supplies, tools and equipment necessary to:

A. Required Services:
The required services to be performed by the Contractor shall be to clean and maintain the entire length and width of Smathers and Rest Beach areas within the water's edge to the curb line or nearest edge of the pavement of the public road nearest to and paralleling the beach area, seven days per week, weather and/or environmental conditions permitting. See Exhibit "A" attached for a map detailing the beach cleaning area dimensions. Cleaning and maintaining includes daily seaweed and trash removal by the contractor. Proper disposal of seaweed shall be the contractor's responsibility. Cleaning and maintaining of the beach area is to be completed by 10:00 a.m. Smathers and Rest Beach must be cleaned using a Cherrington Beach Cleaner or an equivalent (to be approved by the Director of Community Services) that is capable of single pass cleaning on wet or dry sand, on the upper beach, along the tideline, and underwater beyond the tideline. The machine must have adjustable dig depths and the ability to collect the unwanted coral, rocks, seaweed, trash, litter, broken glass, sharp shells, animal droppings, encroaching vegetation, cigarette filters while returning the sand to the beach. The machine must lift and sift all sand to achieve a cleaned, aerated, and sanitized beach. The contractor shall not change existing grades of beaches, bury or mix seaweed with sand, or place any seaweed trash or debris into the water, along South Roosevelt Boulevard, or Atlantic Boulevard.

Contractor shall be responsible for mobilization and demobilization of labor, materials, and equipment. Because of the need to mobilize daily, the Contractor shall maintain a yard within the Lower Keys (west of the Seven Mile Bridge) and shall have all steadily used equipment available at that site.

The contractor shall maintain all work areas within and outside the project boundaries free from any environmental pollution which would be in violation of any federal, state, or local regulations.
All debris, trash and seagrass removed from the beach shall be properly disposed of at an approved landfill and/or transfer station. The contractor shall provide copies of all dump tickets with the monthly invoice for the City's records.

Work is likely to be influenced by the tides. The tides can have an effect on the timing and work schedule. No extra claims shall be made for the tides or for other natural weather conditions. Plan the work and carry it out with minimum interference to the operation of existing facilities. Beach users do arrive by 8:00 A.M., especially at Smathers Beach. Prior to starting the work, confer with the Director of Community Services to develop an approved work schedule, which will permit the facilities to function normally as practical. It may be necessary to perform certain tasks outside normal working hours or phase cleaning of the beach in order to avoid undesirable conditions. The contractor shall do this type of work at such times and at no additional cost to the Owner.

The Contractor will coordinate the beach cleaning action with the FDEP, Office of Beaches & Coastal Systems, to ensure that the expertise and overall desires of the Department with respect to beaches and shores are included in the everyday cleaning operation, all in accordance with the requirements of Chapter 161, Florida Statues.

The Contractor shall obtain and maintain all necessary permits and approvals and shall comply with all federal, state and local laws and regulations concerning the subject matter of the Contract Documents.

B. Alert:
All activities must adhere to all state and local statues/ ordinances regarding sea turtles.

The City of Key West, Monroe County, Florida has beach activity regulations in City of Key West, Code of Ordinances, Chapter 10-Animals, Article VI.-Sea Turtles, regarding protection of sea turtles (Item Y). The Contractor shall use its best efforts to observe and to immediately notify the Director of Community Services of any sea turtle nesting, attempted nesting or crawl activity in the contracted areas. The Contractor shall also coordinate and cooperate with State Agencies and sea turtle conservation groups during turtle nesting season. No beach cleaning activities shall take place during April 15 through October 31 until Save-a-Turtle representatives and/or the Contractors Certified Turtle Inspector, have walked the beaches.

C. Mechanized Equipment:
Each vehicle utilized on the beaches shall have sufficient lights to illuminate its working area. Each vehicle utilized on the beach shall be identified by a registration number, which has been assigned by the State of Florida. All mechanized equipment that will be transporting debris, trash, litter, seaweed, sand, and refuse to a disposal site, or to and from the beach areas, shall be registered with the Florida Department of Highway Safety and Motor Vehicles, and shall be

enclosed or completely covered to prevent discharge. All vehicles transporting debris or equipment shall travel along major arterial roads. Residential roads or streets may not be used, except where no other means of ingress and egress are available. The Contractor shall submit technical data of all beach cleaning equipment for review and approval by the Director of Community Services. The cleaning process should not remove significant amounts of sand from the beach. No equipment is to be used on the sidewalk or bridle path on city streets to include South Roosevelt or Atlantic Boulevard (except for legal travel) at any time for any reason without written permission from the City Engineer.

D. Debris, Trash and Litter Removal:

1. Debris, trash and litter removal, wood, plastic, glass, paper, tar, pine needles, palm fronds, coconuts, tree limbs, metal objects and other forms of debris, trash and litter deposited on the beach by the ocean or by bather usage, shall be removed to the disposal site on a daily basis.

2. Trash Removal: Fixed or mobile trash containers of any nature; round, square, wood, or metal, provided by the City that are located anywhere on the sand and seaward of the curb or edge of the pavement of the nearest road paralleling the Beach area, shall be emptied and hauled to disposal site on a daily basis. Contractor is responsible to provide all trash bags for the containers provided by the City.

3. Trash floating in the water behind seaweed shall also be removed.

E. Seagrass:

The Contractor shall remove all seagrass including the tide level strand line whenever located on the beaches and haul it to the disposal site. The Contractor is responsible for disposing of seaweed in such a manner which would not be in violation of any federal, state, or local regulations.

When seaweed rack is greater than 10” in depth, the contractor shall use an initial cleaning method to supplement the final Beach Tech cleaning.

F. Emergency Services:

The Director of Community Services shall contact the Contractor immediately when an emergency call is needed. The Contractor shall also notify the Director of Community Services at 305-809-3767 immediately in the event of a facility emergency. The Contractor shall respond to all emergency calls which occur during normal working hours and holidays and weekends within three hours of notification by the City. The Contractor shall invoice the City for after-hour, weekend and holiday emergencies based on the applicable hourly rate indicated in the contract.

G. Hazard Management:

The Contractor agrees to provide such hazard management services as the Owner’s representative may request. The Contractor agrees to be available for the performing of such services on an emergency basis and shall respond to the request for the correction of such hazardous conditions, within a 24 hour period, such services shall be at additional hourly costs as established by the Bid Proposal, and include, but are not limited to, the shoring of eroding and deteriorated walkways by moving fill into place around them, grading storm-cut escarpments and removing threatening debris. Foreign material in excess of one ton which must be lifted at once is excluded from the Contractor’s responsibility.

H. Protection of Air Quality
The air pollution likely to occur due to construction operations shall be minimized by, requiring the use of properly operating combustion emission control devices on construction vehicles and equipment used by contractors, and by encouraging the shutdown of motorized equipment not actually in use. Trash burning will not be permitted on the constructions site.

I. Erosion Control and Beach Repair:
The Contractor shall possess equipment capable of providing certain beach repairs and erosion control measures. The beach is from time to time in need of certain measures for erosion control and repair and, accordingly, the Contractor agrees to provide the following services to the extent of reasonable capability:
1. Backfilling of washouts, particularly at the foot of any stairs or entrance ways.
2. Grading of excess sand deposits.
3. Grading of deep sand furrows and escarpments to a more easily navigated slope.
4. Adding sand to and grading around beach structures.
5. Spreading sand provided by the City to replenish sand loss due to storms and/or erosion.
6. Periodic placing and spreading sand on the beaches as directed by the Director of Community Services.

J. Erosion Control:
The Contractor agrees to maintain the contour of the Beaches against further wave action, and to maximize the usable sandy portion of the beach for recreational enjoyment.

K. Hurricane Conditions:
In the event a hurricane, major storm, or act of God deposits unusual and excessive amounts of material on the beach, and the Owner's representative reasonably agrees that such deposits are indeed excessive, the Contractor shall respond to the owners request within twenty-four hours of notification.

L. Attorney's Fees:
CITY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in both trial and appellate proceedings. Each party agrees to pay its own court costs, investigative, and out-of-pocket expenses whether it is the prevailing party or not, through all levels of the court system.

M. Closing of Beaches/ Suspension of Service
Continuous operation of the Owner's beaches is of critical importance. The Contractor's operation shall not result in the interruption of use of the beaches to any customers. Work such as sand placement and tilling that requires the temporary closure of any part of the beaches shall be planned in detail with appropriate scheduling of the work and coordinated with the Owner or City Engineer. Advance notice shall be given in order that the Owner or City Engineer may witness the closure and work. The Owner must approve the temporary closure. All materials and equipment (including equipment) necessary to expedite the work shall be on hand prior to the beach closure. Clean-up of debris, excess sand, and complete restoration of fences,

signposts, vegetation and similar items must be performed prior to re-opening the beach and after sand placement is tasked. Failure by the Contractor to become acquainted with the physical conditions and all the available information will not relieve the contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work. The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the Contractor can perform the work in a good and workmanlike manner and to the satisfaction of the Owner. The Owner assumes no responsibility for any representations made by any of it officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner. Suspension of Services may become necessary in an emergency situation as defined as either force majeure or man-made. The OWNER reserves the right to suspend beach cleaning services for an indefinite period of time to allow for evaluation and emergency recovery. If the duration of the suspension of cleaning services extends past seven (7) calendar days, the Contractor compensation will also be suspended.

N. Site Investigation and Representation

The Contractor acknowledges satisfaction as to the general nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, availability of labor, water, electric power, roads, and uncertainties of weather, tides, wind direction, seaweed volumes, or similar physical conditions, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can in any way affect the work or the cost thereof under this contract. General: Any information obtained by the City Engineer regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the City Engineer upon request. Such information is offered as supplementary information only. Neither the City Engineer nor the Owner assumes any responsibility for the completeness or interpretation of such supplementary information.

O. Utilities

The Contractor shall be responsible for determining, at his cost, the locations of all utilities in each project areas, and shall be responsible for contacting each utility for location and notification prior to commencing work if it may affect the utility. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.

P. Interfering Structures

Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground. Protect underground and above ground existing structures from damage, whether or not they lie within the limits of the easements obtained by the Owner. Where such existing fences, gates, sheds, buildings, or any other structure must be removed in order to properly carry out the work, or are damaged during construction, restore to their original condition to the satisfaction of the property owner involved at the Contractor's own expense. Notify the City Engineer of any damaged underground structure, and make repairs or replacements. Without additional compensation, the Contractor may remove and replace in a condition as good as or better than original, such small miscellaneous structures as fences and signposts that interfere with the Contractor's operations.

Q. Land Monuments

The Contractor shall notify the City Engineer upon disturbance or destruction of any existing federal, state, county, city, and private land monuments. Disturbed or destroyed private and government land monuments shall be replaced by a licensed surveyor at the Contractor's expense. When government monuments are disturbed or destroyed, the Contractor shall notify the City Engineer in order that the City Engineer will have ample opportunity to notify the proper authority to reference these monuments for later replacement.

R. Storage of Materials

No materials or equipment shall be stored on City or County property i.e. Smathers or Rest Beaches, South Roosevelt Blvd., the bridle path on South Roosevelt Blvd., Indigenous Park or Atlantic Blvd.. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee.

S. Safety Equipment

The Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or un-ramped grade changes in pedestrian sidewalk or walkway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work. All barricades and signs shall be clean and serviceable, in the opinion of the City Engineer. The Contractor must use extreme care when working around events that may be occurring at the beach during the cleaning period. The Contractor should slow cleaning operations or work on another section until the event conclusion.

T. Accident Reports

The Contractor must promptly report in writing to the Recreation Director, the County Senior Director of Facilities and Risk Management all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witness. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Recreation Director, the County Senior Director of Facilities and Risk Management. If a claim is made by anyone against the contractor on account of any accident, the Contractor shall promptly report the facts in writing to the City Engineer, giving full details of the claim.

U. Safe Access by Federal, State, and Local Government Officials

Authorized representatives of the state, federal, or local governmental agencies shall at all times have safe access to the work and the Contractor shall provide proper facilities for such access and inspection.

V. Site Restoration and Cleanup

At all times during the work keep the premises clean and orderly and upon completion of the work repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.

W. Street and Sidewalk Cleanup

Thoroughly clean all spilled dirt, gravel, or other foreign material caused by the cleaning operations from all streets, roads and sidewalks at the conclusion of each day's operation. Sidewalks shall be kept clear of material and available for pedestrian use at all times.

X. Submittals:

Submittals are required for the following:

1. Cherrington Beach Cleaner or equivalent (as approved by the Director of Community Services) – specification and data sheets
2. Schedule
3. Florida Department of Environmental Protection, Office of Beaches & Coastal Systems Beach Cleaning Permit
4. Front End Loader with long pronged bucket
5. Dump Truck
6. Beach tilling contractor and equipment
7. Seaweed disposal plan: The City requires all bidders to provide a plan that encourages the reuse of the seaweed material in a manner that benefits the City and is consistent with the City's goal of sustainability. Long term storage of material is discouraged.

Y. Turtle Nesting (City of Key West, Code of Ordinances, Chapter 10-Animals, Article VI.-Sea Turtles) All activities must adhere to all state and local statues/ ordinances regarding sea turtles.

Sec. 10-246. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adjacent waters means the waters abutting a nesting area and extending 300 feet to either side of it and out to the limits of the city's property line.

Artificial light or *artificial lighting* means the light emanating from any manmade or man-controlled device.

Beach means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in the material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.

Bug-type bulb means any yellow-colored incandescent lightbulb that is marketed as being specifically treated in such a way so as to reduce the attraction of bugs to the light.

Cumulatively illuminated means illuminated by numerous artificial light sources that as a group illuminate any portion of the beach.

Daylight hours means the locally effective time period between sunrise and sunset.

Hatchling means any species of marine turtle, within or outside of a nest, that has recently hatched from an egg.

Indirectly illuminated means illuminated as the result of the glowing element, lamp, globe or reflector of an artificial light source, which source is not directly visible to an observer on the beach.

Jurisdictional boundaries means the area on contiguous land within 300 feet of an identified or potential nesting area.

Mechanical beach cleaning means any mechanical means by which debris, including but not restricted to trash, litter, seaweed or seagrass wrack, is removed from the beach.

Nest means the area in and around a place in which sea turtle eggs are naturally deposited or relocated beneath the sediments of the beach.

Nesting area means both identified nesting areas and potential nesting areas.

Nesting area, identified, means any area where sea turtles have been or are currently nesting and the adjacent beach or other intertidal areas used for access by the turtles.

Nesting area, potential, means any area where sea turtle crawls have been observed that has suitable substrate for digging a nest which is accessible to the sea turtle.

Nesting season means the period from April 15 through October 31 of each year.

Permitted agent of the state means any qualified individual, group or organization possessing a permit from the state department of environmental protection to conduct activities related to sea turtle protection and conservation.

Sea turtle means any specimen belonging to the species Caretta caretta (loggerhead turtle), Chelonia mydas (green turtle), Dermochelys coriacea (leatherback turtle), Eretmochelys imbricata (hawksbill turtle) or any other marine turtle using city beaches as a nesting habitat.

Suitable substrate means any unconsolidated sediments of at least one foot in depth.

Tinted glass means any glass treated to achieve an industry approved, inside-to-outside light transmittance value of 45 percent or less. Such transmittance is measured as the percentage of visible light that is transmitted through the glass.

(Code 1986, § 53.26(a))
Cross reference— *Definitions generally, § 1-2.*

Sec. 10-247. Prohibiting storage or placement of material in nesting area.

The storage or placement of any material, including but not limited to construction material, riprap, trash and debris, mulch or landscaping material, fill, vehicles, or boats, that has potential to impede movement of sea turtle hatchlings or adults between ocean and nesting areas or that may cover existing nests sites is strictly prohibited.

(Code 1986, § 53.26(b))

Sec. 10-248. Standards for exterior artificial lighting.

(a) To prevent exterior artificial lighting from illuminating the jurisdictional boundaries or adjacent waters during the sea turtle nesting season, the following measures shall be taken to reduce or eliminate the negative effects of existing exterior artificial light. Existing exterior artificial light fixtures within direct line of sight of the beach shall be designed, positioned modified or removed so that:

(1) The point source of light or any reflective surface of the light fixture is not directly visible from the beach;

(2) The area within the jurisdictional boundaries is not directly or indirectly illuminated; and

(3) The area within the jurisdictional boundaries is not cumulatively illuminated.

(b) Measures including, but not limited to, the following shall be taken to reduce or eliminate the negative effects of existing artificial beachfront lighting through appropriate design:

(1) Positioning of fixtures so that the point source of light or any reflective surface of the light fixture is eliminated or is no longer visible from the beach.

(2) Replacement of fixtures having an exposed light source with fixtures containing recessed light sources or shields.

(3) Replacement of traditional lightbulbs with yellow bug-type bulbs not exceeding 50 watts or low-pressure sodium vapor lamps.

(4) Replacement of nondirectional fixtures with completely shielded directional fixtures that point down and away from the beach.

(5) Replacement of fixtures having transparent or translucent coverings with fixtures having opaque shields covering an arc of at least 180 degrees and extending an appropriate distance below the bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach.

(6) Replacement of pole lamps with low-profile, low-level luminaries no higher than 48 inches off the ground, such as low-mounted wall fixtures, low bollards and ground level fixtures, so that the light source or any reflective surface of the light fixture is not visible from the beach.

(7) Replacement of incandescent, fluorescent and high-intensity lighting with the lowest wattage low-pressure sodium vapor lighting possible for the specific application.

(8) Planting or improvement of landscape vegetative buffers in compliance with the city's land development regulations between the light source and the beach to screen light from the beach.
(9) Construction of ground level barriers in compliance with the city's land development regulations to shield light sources from the beach.
(10) Limitation of exterior lights used expressly for safety or security purposes.
(11) Permanent removal of all floodlights, uplights or spotlights used for decorative or accent purposes.
(12) Permanent removal or disabling of any fixture which cannot be brought into compliance with this article.
(13) Shielding or modification of any existing lighted sign pursuant to the land development regulations such that it is not directly visible from the beach.

(Code 1986, § 53.26(c))

Sec. 10-249. Standards for interior artificial lighting.

To prevent interior artificial lighting from illuminating the jurisdictional boundaries or adjacent waters during the sea turtle nesting season, measures including but not limited to the following shall be taken to reduce or eliminate the negative effects on interior light emanating from doors and windows within line of sight of the beach:

(1) Use of window treatments such as blackout draperies, shade screens or blinds to shield interior lights from the beach.
(2) Application of window tint or film that meets the standards for tinted glass.
(3) The turning off of all unnecessary interior lights.
(4) Arrangement of lamps and other moveable light fixtures away from windows.

(Code 1986, § 53.26(d))

Sec. 10-250. Standards for mechanical beach cleaning.

All mechanical beach cleaning activities designed to remove debris from the beach through the use of motorized vehicles or other mechanical means shall comply with the following standards:

(1) *Timing.* Beach cleaning shall be confined to daylight hours during the sea turtle nesting season.
(2) *Mode of operations.* During the sea turtle nesting season:
a. Beach cleaning operations shall be limited to the area seaward of the strand line (previous high tide mark).
b. Lightweight motorized vehicles having wide, low-profile, low-pressure tires or hand raking shall be used to conduct beach cleaning operations.
c. Devices used for removing debris from the beach shall be designed and/or operated such that they do not penetrate the beach substrate by more than two inches.

d. Operators shall be educated to identify a sea turtle crawl (turtle tracks), recognize and avoid a sea turtle nest, and report nests and/or crawls to a permitted agent of the state.

(3) *Coordination of beach cleaning operations with state-sanctioned scientific studies.* All beach cleaning operations shall be coordinated through the state to ensure that these operations do not interfere with state-sanctioned scientific studies or surveys of sea turtle nesting activities.

(Code 1986, § 53.26(e))

Sec. 10-251. Protection from predation.

No predatory pets or pets likely to have a potential for being disruptive or damaging to nesting sea turtles, hatchlings or nests shall be allowed to roam loose and unsupervised within the jurisdictional boundaries during the nesting season. Such pets include, but are not limited to, dogs, cats, snakes, lizards or iguanas, ferrets and pigs. Feeding of raccoons, opossums and other wild animals within the jurisdictional boundaries shall be prohibited.

(Code 1986, § 53.26(f))

FOOTNOTE(S):

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State Law reference— *Protection of sea turtles, F.S. § 370.12(1).*

2. Changes - Service Contracts

The OWNER may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the CONTRACTOR. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified. The CONTRACTOR shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the

contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The OWNER assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

Invoices

CONTRACTOR agrees that bills and invoices for fees or other compensation services or expense shall cite the purchase order number, date of service, and location. Invoices shall be submitted to the Accounts Payable Department- pay shall be made within 45 days from receipt of invoice.

Insurance and Indemnification

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 all policies – excepting Professional Liability, if required - 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 0224, 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.**

Indemnification

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 any and all liability for damages, including if allowed by Law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by CONTRACTOR or its Subcontractors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including

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

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

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

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

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ACORD™ **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED **Vendor Sample**	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

© Insurance Services Office, Inc., 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 30

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

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

Schedule

Name of Person or Organization

Mailing Address

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

Award of Bid

This bid will be awarded on an all or none basis to the lowest responsible and responsive bidder; therefore, it will be in the bidder's best interest to bid all line items. In all cases the OWNER shall be the sole judge of what is considered equal. The OWNER does reserve the right to award partially award portions of the bid due to budgetary reasons or circumstances in the best interest of the City of Key West (i.e. award bid for Smathers Beach and not Rest Beach or vice-versa).

By submission of a bid for the aforementioned services, any and all CONTRACTORS that have existing services contracts in effect with the OWNER, or any of its properties shall acknowledge those contracts to be null and void at the time of the award of the SMATHERS AND REST BEACH CLEANING SERVICES- ITB#14-001

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 SMATHERS AND REST BEACH CLEANING SERVICES,

Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____ , 2013, all in full compliance with the Contract Documents referred to herein.

S

The BIDDING REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT and the SPECIFICATIONS for the SMATHERS AND REST BEACH CLEANING SERVICES, are hereby referred to and by reference made 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 amount bid 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 specified in the Contract and to accept as full payment hereunder the amounts computed 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 and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

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

_____ day of _____, A.D., 2013.

CITY OF KEY WEST

By_____

Title_____

CONTRACTOR:

By_____

Title_____

APPROVED AS TO FORM

_____

Attorney for Owner

* * * * * *

LICENSE REQUIREMENT AND COST

Florida business license/ registration for the bidding company

General Service License ($98.70)

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt as defined in Code of Ordinances, Chapter 66, enabling the CONTRACTOR to perform the work stated herein is required. Fee not to exceed $309.75 The application can be found on the city website:
http://www.keywestcity.com/egov/docs/1162843921181.htm

Business License Tax Application

City of Key West
City Hall Annex
PO Box 1409
Key West FL 33041

Date applied: _____

License #_____
Phone: 305-809-3955
Fax: 305-809-3978

Business Type:_____
Business Name:_____
Business Location:_____
Business Owner:_____
SL Qualifier:_____
Mailing Address:_____
EIN / SS #:_____
Phone number:_____

_____ _____ _____
Applicant Name (Painted) Applicant Signature Date

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by___

_____ Personally know_____
Signature of Notary Public or Produced identification_____

stamp or seal
_____ (Pint, Type, or Stamp Commissioned Name of Notary Public)

____ Sales Tax Number 3106 Flagler 292-6735 Sewer Units_____ Balance_____
____ Commercial Garbage Waste Mgmt 296-8297 Acct #_____ Balance_____
____ Lease, deed Acct #_____ Balance_____
____ Home occupation Waste Units_____
____ Fictitious Name Reg.____ Corp. Reg. 850-245-6058 Acct #_____ Balance_____
____ Liability / Worker's Comp
____ Fire Inspector 292-8179
____ CO / Final Inspection
____ State License DBPR 850-487-1395 Dept. Ag. 305-470-6900
____ Comp Card Previous Use_____
____ Restrictions
____ County or Local License Category_____ Zoning_____
Fee_____ Two-rate_____

Licensed in accordance with Chapter 66, Key West Code
Approved _____ Denied _____ Reason for Denial_____

_____ _____
Chief Licensing Official Date
City Manager Designee

City of Key West

P.O. Box 1409

Key West, FL 33041

Notice of Award

Date

Owner: City of Key West
Company: City of Key West
Address: Office of the City Clerk
Address: City of Key West P.O. Box 1409
Key West, Fl 33041-1409

Project Name: **SMATHERS AND REST BEACH CLEANING SERVICES**

Dear:

At a meeting of the City of Key West Commission held on **_____,** 20___**.** **COMPANY NAME** was awarded the contract for the SMATHERS AND REST BEACH CLEANING SERVICES CONTRACT. The total Contract amount shall not exceed $ **_____**.

Enclosed please find three copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office by ***DATE****. Also, you need to be mobilized on* ***DATE****, and remit a bill to the City of Key West by* ***DATE****.*

The Certificate of Insurance must be attached to the documents; one original and five (5) copies are acceptable.

Powers – of – Attorney must be submitted in each bond document, an original and five (5) copies are permissible.

A copy of your City of Key West Occupational License must be attached.

Sincerely,

Rod Delostrinos
Deputy Director of Community Services

cc: Cheri Smith, City Clerk
Project File

NOTICE TO PROCEED

DATE:

TO: _____
_____
_____
_____

CONTRACT: **SMATHERS AND REST BEACH CLEANING SERVICES**

You are notified that the Contract time under the above project will commence to run on the _ _____day of _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the dates of Substantial Completion and Final Completion are _____, 20____ and_ _____, 20____.

City of Key West, Florida

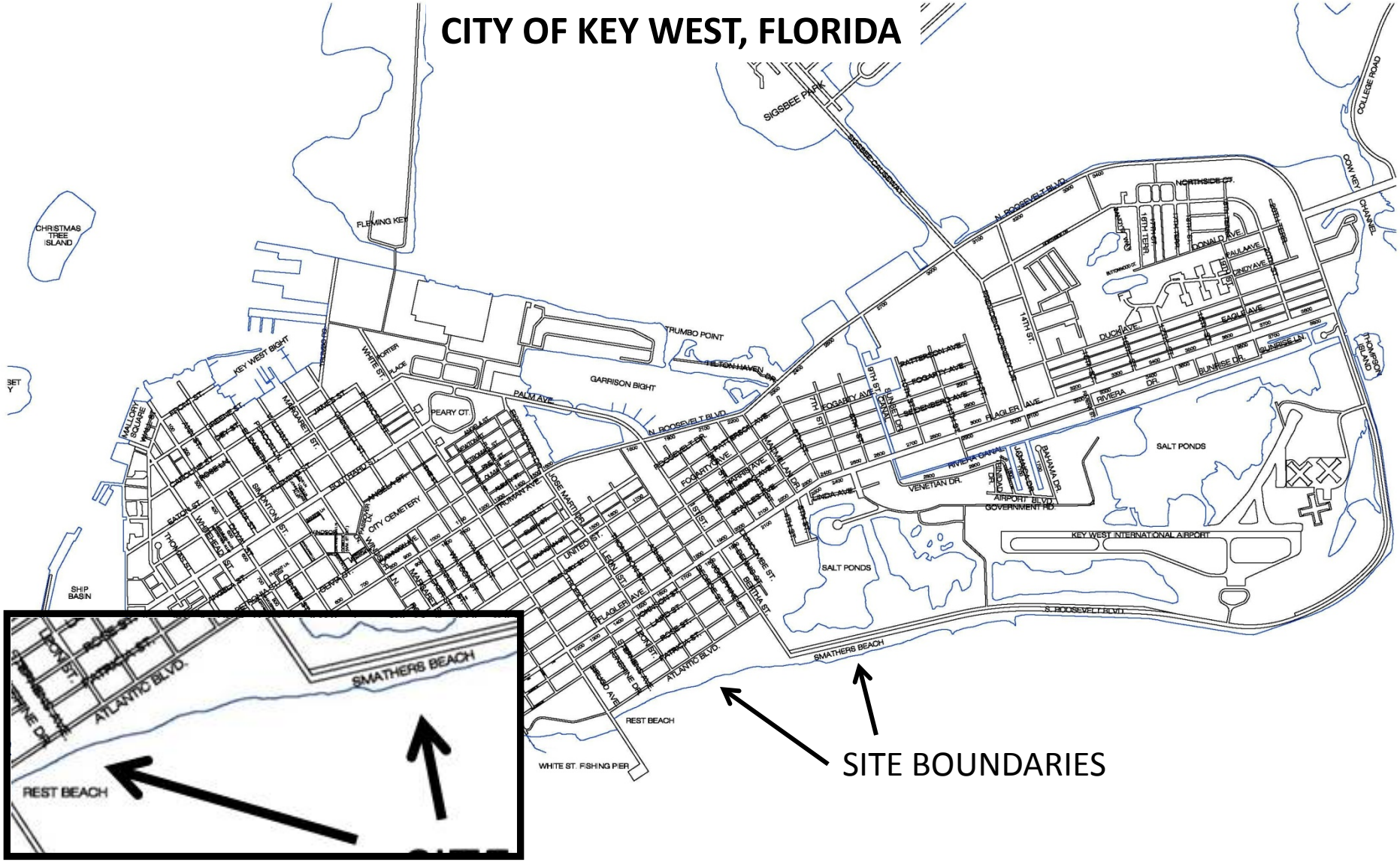
By _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

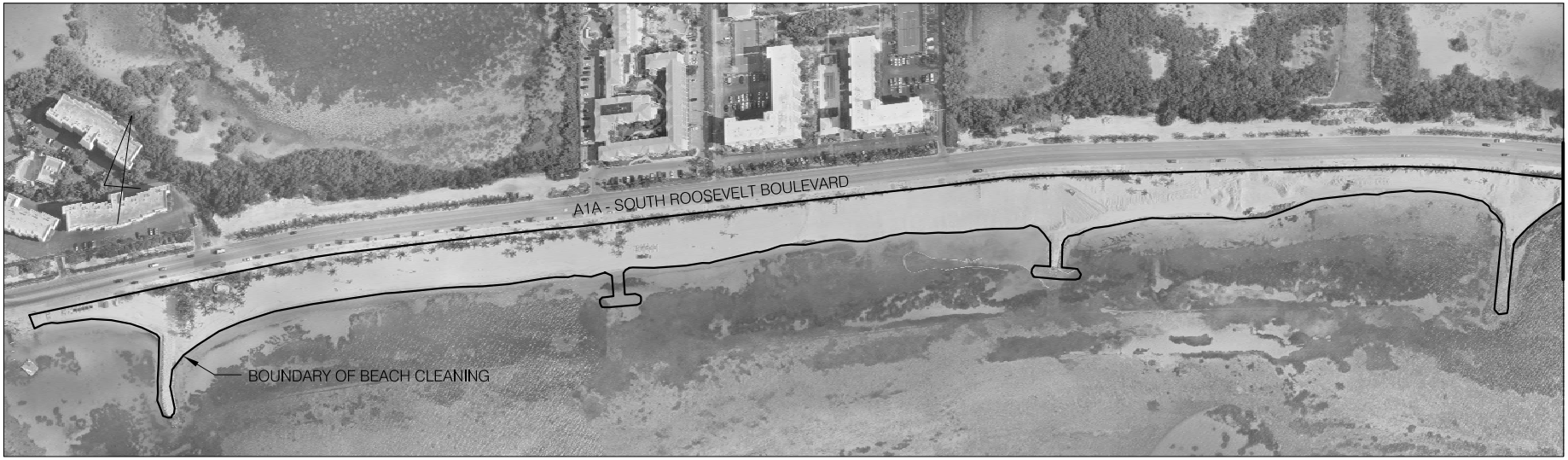
Copy to _____
(Use Certified Mail,
Return Receipt Requested)

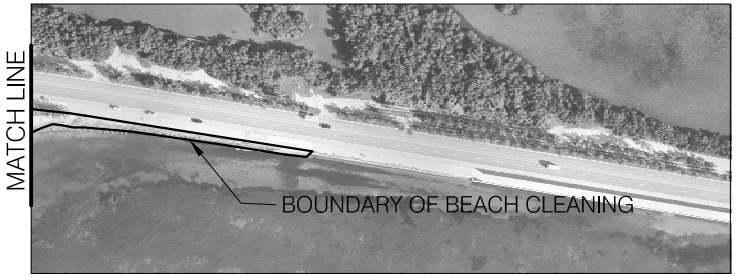
cc: City Clerk
Rod Delostrinos, Community Services
Project File

CITY OF KEY WEST, FLORIDA



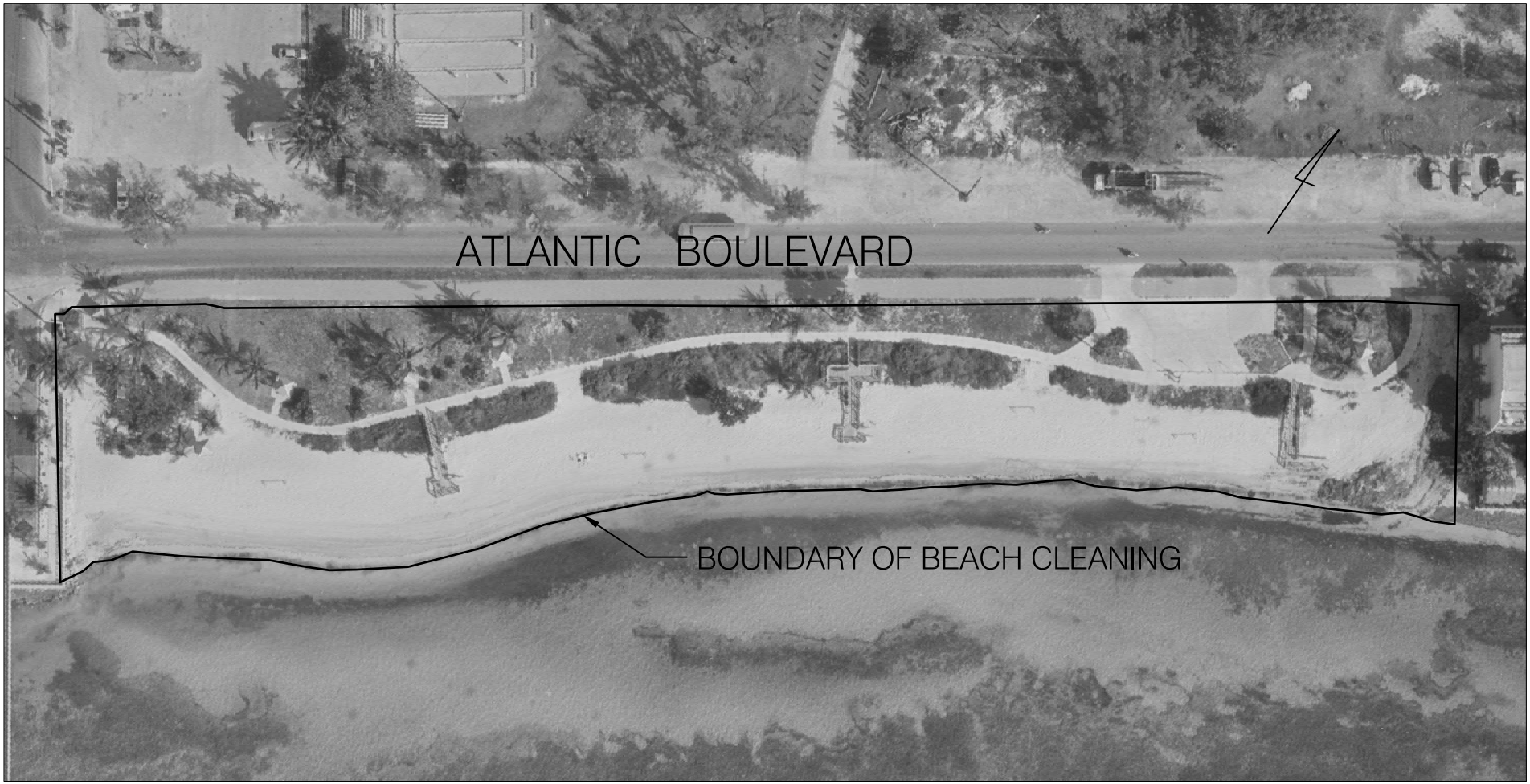
SITE BOUNDARIES





City of Key West
Engineering Services
604 Simonton Street
Key West, FL 33040

TITLE: SMATHERS, REST, & HIGGS BEACHES BEACH CLEANING		
DESIGN	APPROVED	PROJECT No. PR 0428
DRAWN D. AUSTIN		DWG. No. A-461
CHK'D FLOWERS	SMATHERS BEACH SITE PLAN	DATE 9/29/04
SCALE NTS		SHEET 1 OF 3



City of
Key West
Engineering Services
604 Simonton Street
Key West, FL 33040

TITLE: SMATHERS, REST & HIGGS BEACHES BEACH CLEANING		
DESIGN	APPROVED	PROJECT No. PR 0124
DRAWN D. AUSTIN		DWG. No. A-461
CHK'D FLOWERS	REST BEACH SITE PLAN	DATE 9/29/04
SCALE NTS		SHEET 3 OF 3

S Roosevelt Blvd
Florida Keys Overseas Heritage Trail
A
ADDITIVE ALTERNATE
EAST OF LAST GROIN
AT SMATHERS BEACH