

RESOLUTION NO. 24-119

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, REJECTING THE BIDS RECEIVED IN RESPONSE TO INVITATION TO BID ITB #24-004 FOR SPENCER'S BOAT YARD SEAWALL REMOVAL AND REPLACEMENT, PURSUANT TO SECTION 2-834(4) OF THE CODE OF ORDINANCES; DIRECTING THE CITY MANAGER TO WORK WITH STAFF TO READVERTISE THE PROJECT FOR PUBLIC BID; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the two bids received in response to ITB 24-004, exceeded budget allocations and acceptance is not in the best interest of the City; and

WHEREAS, City staff recommends modification to the plans to reduce project cost to stay within budget allocations, and to rebid the project at the earliest date to provide needed repairs to the failing seawall.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That all bids received in response to ITB #24-004 for Spencer's Boat Yard Seawall Removal and Replacement Project are hereby rejected pursuant to City Code of Ordinances Section 2-834(4).

Section 2: That the City Manager is directed to work with staff to provide modifications to the plans and readvertise the project for public bid.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of June, 2024.


Authenticated by the Presiding Officer and Clerk of the Commission on 6th day of June, 2024.

Filed with the Clerk on June 6, 2024.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
\_\_\_\_\_  
TERI JOHNSTON, MAYOR

ATTEST:

  
\_\_\_\_\_  
KERI O'BRIEN, CITY CLERK




## MEMORANDUM

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**Date:** June 6, 2024

**To:** Honorable Mayor and Commissioners

**Via:** Albert P. Childress  
City Manager 

**From:** Gary Volenec, P.E.  
Engineering Director

**Subject:** **24-5945 Reject Bids Received for Spencer's Boatyard Seawall ITB #24-004**

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### Introduction

This Resolution would reject the bids received in response to ITB #24-004 for Spencer's Boat Yard Seawall Removal and Replacement Project pursuant to City Code of Ordinances Section 2-834(4) and direct the City Manager to work with staff to provide modifications to the plans and readvertise the project for public bid.

### Background

Resolution 23-079 was approved on April 4, 2023, authorizing Task Order #0223-01 for Structural Design Services for the repair of the seawall located at City Owned property at 701 Palm Avenue (Spencer's Boatyard). During the design process, the tenant, SBY Key West, LLC, made a business decision to incorporate several operational changes at the property, including adding boat racks and acquiring a heavy-duty forklift to service larger vessels. To accommodate this equipment, the tenant approached the City regarding modifying the plans to provide the addition of a thickened forklift pad tied into the new seawall, and they agreed to directly pay for the design services. Change Order 1, which consisted of the addition of design services for this work was approved by the City Commission at the meeting held on December 14, 2023, under Resolution 23-328.

Upon completion of the design, the seawall replacement project was bid with the inclusion of the added forklift pad. There were two bids received on the project, and the contractors were Kelly Brothers Inc. and CHC Marine Services LLC. Staff reviewed the bids received and offered the lowest bidder Kelly Brothers Inc. the award for the lump sum of \$1,138,772.00 plus the add alternate of an additional \$13,110.00 as identified on the bid tabulation for just the seawall replacement. The contractor responded that the bid was submitted incorrectly and declined the contract award offer unless it included the line item for the forklift pad addition. The inclusion of this work to the contract would have brought the total to approximately \$3,000,000, which significantly exceeded the City's budget allowance of \$1,600,000. Following staff meetings with the City Legal Department, it was determined to decline the bids, as the bids exceeded budget allocations and acceptance was not in the best interest of the City.

### **Procurement**

The City Commission approval of this bid rejection for Spencer's Boat Yard Seawall will not result in expenditure of City funds. The project plans will be modified to reduce project costs to stay within budget allocations.

### **Recommendation**

The City Manager's Office recommends the Mayor and City Commission reject the bids received in response to ITB #24-004 for Spencer's Boat Yard Seawall Removal and Replacement Project pursuant to City Code of Ordinances Section 2-834(4) and direct the City Manager to work with staff to provide modifications to the plans and readvertise the project for public bid.

NOTE TO BIDDER: Use preferably BLUE ink for completing this BID form.

**PROPOSAL FORM**

To: The City of Key West  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: **Spencer's Boat Yard Seawall**  
ITB# 24-004

Bidder's contact person for additional information on this BID:

Company Name: CHC Marine Services LLC  
Contact Name & Telephone #: Mark Zanardi 786-250-5851  
Email Address: mzanardi@chcivil.com

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 for the construction of the project, that he has personally inspected the site, 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.

CONTRACT EXECUTION

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 construction and do the work and furnish all the materials necessary to complete all work 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 CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 180 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

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.

LUMP SUM

The Bidder further proposes 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 lump sum amounts. The Bidder agrees that the lump sum represents a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

**Spencer's Boat Yard Seawall:**

LUMP SUM REMOVAL AND REPLACEMENT OF ENTIRE SEAWALL PER CONSTRUCTION DRAWINGS.

\$ 2,995,973.00

**In Words:**

two million nine hundred ninety-five thousand nine hundred seventy-three Dollars & zero Cents

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

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

<u>N/A</u>	

**Spencer's Forklift Pad:**

LUMP SUM INSTALATION OF FORKLIFT PAD AND ALL ASSOCIATED ITEMS WITHIN THE SEAWALL PER CONSTRUCTION DRAWINGS.

\$ 3,145,973.00

**In Words:**

three million one hundred forty-five thousand nine hundred seventy-three Dollars & zero Cents

SUBCONTRACTORS

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

n/a

Name

Street

City

State

Zip

Name

n/a

Street

City

State

Zip

n/a

Name

Street

City

State

Zip

n/a

Name

Street

City

State

Zip

SURETY

Travelers Casualty & Surety Company of America whose address is

One Tower Square Hartford CT 06183

Street

City

State

Zip



BIDDER

The name of the Bidder submitting this Bid is

**CHC Marine Service LLC**

doing business at

**13131 SW 132nd Street STE 102**

**Miami**

**FL**

**33186**

Street

City

State

Zip

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

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

**David Juelle**

**Mark Zanardi**

**Bobby Brown**

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 27 day of March 2024.



Signature of Bidder

Manager

Title

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

(List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers. Use additional sheets if necessary.)

Additional sheets attached.

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**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT: \$Five Percent of Amount Bid (5% of Amount Bid)

KNOW ALL MEN BY THESE PRESENTS, that CHC Marine Services, LLC

13131 SW 132nd Street, Ste 102, Miami, FL 33186

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

\_\_\_\_\_  
a corporation duly organized under the laws of the State of Connecticut

having its principal place of business at One Tower Square, Hartford, CT 06183

\_\_\_\_\_ in the State of Connecticut,

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

The City of Key West, 1300 White Street, Key West, FL 33040

hereinafter called the OBLIGEE, in the sum of Five Percent of Amount Bid

DOLLARS (\$ 5% of Amount Bid ) 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 **ITB # 24-004/ SPENCER'S BOATYARD SEAWALL** 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 CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the Contract Documents, entitled:

**ITB # 24-004 / SPENCER'S BOATYARD SEAWALL**

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

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

Signed and sealed this 27th day of March, 2024.

PRINCIPAL CHC Marine Services, LLC

[Signature]  
By Mark Zanardi

STATE OF Florida )  
: SS  
COUNTY OF Miami-Dade )

Travelers Casualty and Surety Company of America  
SURETY

[Signature]  
By Charles J. Nielson, Attorney-In-Fact



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casually and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint David R Hoover, Kristy L Collins, Jarrett Merlucci, Shawn A. Burton, CHARLES D NIELSON, CHARLES J NIELSON, JOSEPH P NIELSON, and IAN A NIPPER of Miami Lakes, Florida, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the.r business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By:   
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of March, 2024



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**ANTI – KICKBACK AFFIDAVIT**

STATE OF Florida )  
: SS  
COUNTY OF Miami Dade )

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: Mark Zanardi  \_\_\_\_\_

Sworn and subscribed before me this 27 day of March, 2024.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11-3-27





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

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

1. This sworn statement is submitted with Bid or Bid for Spencer's Boat Yard Seawall ITB# 24-004

2. This sworn statement is submitted by CHC Marine Services LLC  
(Name of entity submitting sworn statement)

whose business address is 13131 SW 132nd Street STE 102  
Miami FL 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is 86-3450513

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

signing this sworn statement \_\_\_\_\_)

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

and my relationship to the entity named above is Manager

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

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

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



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

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

MZ

(Signature)

03/27/2024

(Date)

STATE OF Florida

COUNTY OF Miami Dade

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Mark Zamardi who, after first being sworn by me, affixed his/her  
(Name of individual signing)

Signature in the space provided above on this 27 day of March, 2024.

My commission expires: 11-3-27

  
NOTARY PUBLIC



**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 liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: CHC Marine Services LLC

SEAL:



13131 SW 132nd Street STE 102 Miami FL 3186

Address

Signature

Mark Zanardi

Print Name

Manager

Title

DATE: 3/27/2024

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

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

- a. Principal 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 principal address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for Bids.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name N/A Phone: \_\_\_\_\_

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

Length of time at this address: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Authorized Representative

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification \_\_\_\_\_ as identification.  
(Type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

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



**CONE OF SILENCE AFFIDAVIT**

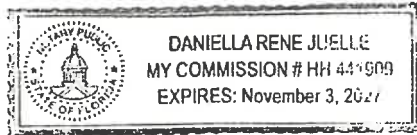
STATE OF Florida )  
 : SS  
COUNTY OF Miami Dade )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of CHC Marine Services LLC 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.

Sworn and subscribed before me this  
27 Day of March, 2024.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11-3-27



**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: CHC Marine Services LLC  
Vendor FEIN: 86-3450513  
Vendor's Authorized Representative Name and Title: Mark Zanardi, Registered Agent  
Address: 13131 SW 132nd Street STE 102  
City: Miami State: FL Zip: 33186  
Phone Number: 786-250-5851  
Email Address: mzanard@chcvt.com

SECTION 287.135(2)(A), FLORIDA STATUTES, PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OF ANY AMOUNT IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, CREATED PURSUANT TO SECTION 215.4725, FLORIDA STATUTES, OR IS ENGAGED IN A BOYCOTT OF ISRAEL. SECTION 287.135(2)(B), FLORIDA STATUTES, FURTHER PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OVER ONE MILLION DOLLARS (\$1,000,000) IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, BOTH CREATED PURSUANT TO SECTION 215.473, FLORIDA STATUTES, OR THE COMPANY IS ENGAGED IN BUSINESS OPERATIONS IN CUBA OR SYRIA.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT SUCH COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS AND TERMINATION OF THE CONTRACT AT THE OPTION OF THE AWARDING GOVERNMENTAL ENTITY.

CERTIFIED BY: Mark Zanardi Manager  
*PRINT NAME* *PRINT TITLE*

WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.

Authorized Signature: 

## 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, using blue ink. [ ✓ ]
3. Total and unit prices added correctly and attached Schedule of Values [ ✓ ]
4. Addenda acknowledged. [ ✓ ]
5. Subcontractors are named as indicated in the Bid. [ ✓ ]
6. Experience record included. [ ✓ ]
7. Bid signed by authorized officer and notarized. [ ✓ ]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [ ✓ ]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [ ✓ ]
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. [ ✓ ]
11. BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid. [ ✓ ]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [ ✓ ]