

# BID SUBMITTAL

## Key West Police Department Window Repair SUBMITTAL Key West, FL

### Combined Unit Price and Lump Sum Work:

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

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

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

### Window Replacement Allowance

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

### Lump Sum Bid Price

A. Contract Prices:

Unit Price Figure

Unit Price Written in Words  
*Two hundred fifty three thousand  
Two hundred twenty dollars & zero  
cents*

Repair of Windows at KWPD

\$253,220<sup>00</sup>

B. Contingency Allowance

15% of Bidder Unit Price

New Window Replacement cost per window unit \$ 1300<sup>00</sup> per window unit

C. Total Lump Sum Project Cost:  
(Add Bid item "A" thru "B")

\$254,520<sup>00</sup>

Total Price in Words  
*Two hundred fifty four thousand  
Five hundred twenty dollars  
and no cents*

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

BIDDER REPRESENTATION

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

BUSINESS NAME: Gary The Carpenter Construction  
STREET ADDRESS: 8005 Simons  
CITY/STATE/ZIP: Key West FL 33040  
PRINT NAME OF AUTHORIZED REPRESENTATIVE: Gary Birchfield

TITLE/POSITION OF AUTHORIZED REPRESENTATIVE: President

DATE SUBMITTED:

TELEPHONE: (305) 747-7778

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

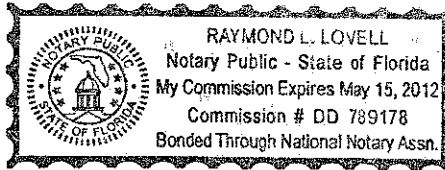
I the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: *[Signature]* Gary Burchfield

sworn and prescribed before me this 12 day of April, 2012

*[Signature]*  
NOTARY PUBLIC, State of Florida

My commission expires: May 15 2012



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

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

1. This sworn statement is submitted to City of Key West  
by Gary Burchfield  
(print individual's name and title)  
for Gary the Carpenter Construction  
(print name of entity submitting sworn statement)  
whose business address is 800 Simonton Key West FL 33040  
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0786311  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): \_\_\_\_\_

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

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

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

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

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

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

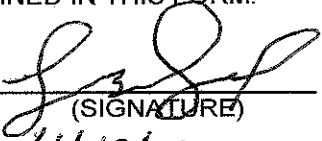
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

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

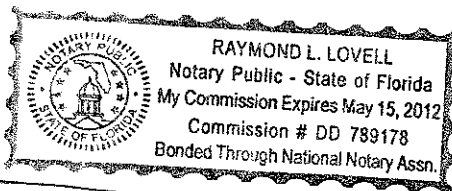
     The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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

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

  
\_\_\_\_\_  
(SIGNATURE)  
4/12/12  
\_\_\_\_\_  
(DATE)

STATE OF Florida  
COUNTY OF Manass



PERSONALLY APPEARED BEFORE ME, the undersigned authority  
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Erny Berchtold

who, after first being sworn by me,  
(name of individual)

affixed his/her signature in the space provided above on this  
12 day of April 2012

  
NOTARY PUBLIC

My commission expires: 5/15/12

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: Gary The Carpenter  
400 Simonton  
Address  
[Signature]  
Signature  
Gary Burchfield  
Print Name  
President  
Title

SEAL:



DATE: April 12, 2012