

PART 1 BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB #

C.B. HARVEY REST BEACH SHELTERS, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on November 10, 2021 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, and two (2) flash drives each with one single PDF file of the sections entitled "Bidding Requirements" and "Contract Forms". Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "ITB # 22-002 C.B. HARVEY REST BEACH SHELTERS" addressed and delivered to the City Clerk at the address noted above.

The proposed project consists of providing all materials, equipment and labor necessary to construct shelters at C.B. Harvey Rest Beach; including the removal of existing structure and construction of three new timber structures and three $10^{\circ} \times 10^{\circ}$ concrete slabs.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

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 successful Bidder shall 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; within 10 days 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
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

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.

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to Ian McDowell, Assistant Engineer, at cimcdowell@cityofkeywest-fl.gov.

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 non-responsive 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.

INSTRUCTIONS TO BIDDERS

1. <u>CONTRACT DOCUMENTS</u>

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. <u>DOCUMENT INTERPRETATION</u>

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 ENGINEER, in writing (at least ten (10) calendar 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 available to all registered holders of Contract Documents via Demand star. Bidders shall submit with their Bids, 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 to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform themselves of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make themselves thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for themselves 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 ENGINEER, prior to bid opening, any information that he may have as to subsurface conditions

and surface topography at the worksite.

Each Bidder shall inform themselves 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 BID

A. LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade and type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.

6. <u>PREPARATION OF BIDS</u>

A. <u>GENERAL</u>

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 Bid for work contemplated; all Bids 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 Bids or submitted with the Bid, otherwise the Bid 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 timber construction and related work. Such experience record shall provide at least five current or recent projects (within the past 5 years) 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
Local Vendors Form (if applicable)
Domestic Partnership Affidavit
Cone of Silence Affidavit
Non-Collusion Affidavit
Bidders' Checklist

E. <u>PUBLIC ENTITY CRIMES FORM</u>

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 Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. <u>SUBMISSION OF BIDS</u>

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 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 Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening.

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. <u>RETURN OF BID SECURITY</u>

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose 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 Bids they accompanied.

12. <u>AWARD OF CONTRACT</u>

Within ninety (90) calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, 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 one hundred & twenty (120) days after the opening of Bids.

The CITY reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID 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 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.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

The Bidder who has a Contract awarded to them and who fails to promptly and properly execute the Contract 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. 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.

17. <u>TIME OF COMPLETION</u>

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Bid.

The term of this contract will be 90 calendar days.

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

PROPOSAL FORM

To:

The City of Key West

Address:

1300 White Street, Key West, Florida 33040

Project Title:

C.B. HARVEY REST BEACH SHELTERS

ITB 22-002

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

Company Name: Bliss Products and Services, Inc.

Contact Name & Telephone #: Kristen George 800-248-2547

Email Address: info@blissproducts.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 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 90 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 \$250.00 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 ha	s received	Addenda No's.	
		2		CITCOL III III	is received.	radollad 1105.	

(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 represent 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.

PROPOSAL FORM

Bonds	
LUMP SUM BASE BID:	
(Includes all permitting, fixtures, equipment, mate	erial & labor)
LUMP SUM \$ 151, U33.00	
•	Land Lord
one hundred fifty one thousand	six hunared
(amount written in words)	thirty threbollars & zero Cents
(amount written in words)	ů
Doymont for metal-1- 0	
Schedule of Values will be provided at suppliers' in	the Owner in a written Change Order but not listed in the
or values will be provided at suppliers in	tvoice plus 13 %.
The Bidder shall submit a Schedule of Value	es with the Proposal ID. It shall be broken down
by trade and type of work and include the cosfor payment.	st of all LABOR & MATERIALS for use as a basis
for payment.	
ADDITIVE ALTERNATE # 1	
Panavation and remain of C.D. Harress De-	4 D. 1 . 1 . 1 . 1
timber structure.	at Beach sign, including necessary repairs to roofing and
	\$NOBIDTotal
	10101

List items to be performed by CONTRACTOR' items. (Use additional sheets if necessary.)	s own forces and the estimate	ed total cost of these
① Site Supervisor		
NOTE: All equipment to complete	e the work is pr	ovioled by
the subcontractor.		J

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:

TBD upon awa Name	rd			
Tvarie				
Street	City	State	Zip	
Name				
Street	City	State	Zip	
Name				
Street	City	State	Zip	
Name	*			
Street	City	State	Zip	

SURETY

McCartha, cobb and Asso	ciates.	Inc.		whose address is
121 00:0:01	, <u> rmb</u> City	,	SC,	290 U3 Zip
BIDDER				
The name of the Bidder submitting this Bid is				
Bliss Products and Services	inc.			_ doing business at
4831 S. Sweetwater Rd.	Lithia	Springs		30122
Street	City	•	State	Zip
which is the address to which all communication be sent.	is concerned	with this Bio	d and wit	h the Contract shall
The names of the principal officers of the corporall persons interested in this Bid as principals are	ration submit e as follows:	ting this Bid	, or of th	e partnership, or of
Gregg Bliss, President			5	
	-			-

If Sole Proprietor or Partnership

IN WITNES	S hereto the undersigned has set h	nis (its) hand this	day of	_ 2021.
	Signature of Bidder			
			* .	
Title				
	If C	orporation		
IN WITNESS its seal affixed	WHEREOF the undersigned cord by its duly authorized officers the	poration has caused thi nis day of	s instrument to be e	xecuted and _ 2021.
(SEAL)				
Bliss Produ Name of Corp	ucts und services, inc.			
rume or corp	oration	By Presiden Attest Knisken Secretary	t beorge	

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 OWNE references with phone numbers. Use additional shapes of the same	ERs, construction costs, ENGINEERs, and leets if necessary.
please see attached.	· ·

Customer Name	Project	Date	Grand Total
CLAY COUNTY SCHOOL DISTRICT	Plantation Oaks Elementary Shade Net Replacement	8/20/2021	\$9,555
Columbia County	Copy of 20 x 20 2 Tier - T&G - 2/15/21	2/15/2021	\$47,726.56
New Vista Builders Group, LLC	Keystone Expansion Shelters (Revised to reflect 2021 Pricing)	2/1/2021	\$109,538.70
Hennessy Construction	Laffayette Pergola - REVISED CEDAR OPTION	2/1/2021	\$48,295.52
Alachua County Parks and Open Spaces	Chestnut Park Pavilion - Opt 1	1/22/2021	\$96,093
City Of Jacksonville - Parks & Recreation	Bakers Point Gazebo, revised	8/13/2020	\$64,932.50
JOHNSON-LAUX CONSTRUCTION	PBA FERN ISLE PARK 40x40 SHELTERS AND GRILLS	6/9/2020	\$220,593.68
City of Virginia Beach	Little Island Park Roof Deck Repair	3/3/2021	\$10,521.60
Battle Academy	Shelter & Swings	12/11/2020	\$156,605.17
Marsh Landing Management Company	Sawgrass Players Club Shade	11/9/2020	\$20,467.35
ST. JOHNS COUNTY SCHOOL DISTRICT	Webster School Pavilion - rev	11/4/2020	\$86,813
City of Chesapeake Parks & Recreation	Harbour North Shelter	10/19/2020	\$20,090.50
CLAY COUNTY SCHOOL DISTRICT	Grove Park Elementary Pavilion	10/13/2020	\$105,100
City of Chesapeake Parks & Recreation	Covered Bridge	9/14/2020	\$83,540.50
Alachua County Parks and Open Spaces	Jonesville Relocatable Maintenance Building	8/31/2020	\$21,200
CITY OF MYRTLE BEACH	Shelters (4 post design)	8/12/2020	\$49,997.40
CLAY COUNTY SCHOOL DISTRICT	Middleburg High School Barn	8/10/2020	\$86,735
J. Miller Construction, Inc.	RFQ Bagdad Rec. Park Improvement	7/8/2020	\$45,140.30
ST. JOHNS COUNTY SCHOOL DISTRICT	Julington Creek Elementary Shade	7/6/2020	\$15,790
Ben M. Radcliff Contractor, Inc.	Metro County Metro Jail - Canopy	7/2/2020	\$1,084
City of South Pasadena	Habitat Extension Pavilion Replacement - Steel Shelter	7/1/2020	\$41,503.25
ST. JOHNS COUNTY SCHOOL DISTRICT	Timberlin Crk Shade Net Replacement	6/26/2020	\$4.335
Leon County School Board	Swift Creek Shelter - REVISED	6/17/2020	\$22,995
City of Virginia Beach	Repairs to Shelter at Lake Smith Park	6/12/2020	\$11,079.64
Polk County	CQ 20-702, Gordon Heights Pavilion	6/9/2020	\$54,000
Hoover High School Athletics	Track Shelter	6/4/2020	\$60,120
CLAY COUNTY SCHOOL DISTRICT	W E Cherry Elementary Pavilion	4/7/2020	\$86,948.10
ST. JOHNS COUNTY SCHOOL DISTRICT	Mille Creek Shade Structure	3/6/2020	\$5,487.50
City of Virginia Beach	Little Island Park	3/4/2020	\$24,520
ST. JOHNS COUNTY SCHOOL DISTRICT	1.0	2/24/2020	\$29,896
City of Gainesville Parks, Recreation & Cultural Affa		2/24/2020	\$43,842.35
SI. JOHNS COUNTY SCHOOL DISTRICT	W. D. Hartley Elementary School	2/18/2020	\$21,200
City of Dunedin	Hammock Park RFP 20-1147 (revision to quote #50456)	2/6/2020	\$130,000

ST. JOHNS COUNTY SCHOOL DISTRICT	Timberlin Creek Pavilion - w Post Pads - rev 1-16-20	1/16/2020	\$186,239
Johnson-Laux Construction	Mohawk Park Shelter - REVISED	1/16/2020	\$34,997.99
City Of Jacksonville - Parks & Recreation	Leonard Abbess Park	1/14/2020	\$27,279.02
CLAY COUNTY SCHOOL DISTRICT	Ridgeview Elem Pavilion - New Standard Pav	12/17/2019	\$98,437.50
CLAY COUNTY SCHOOL DISTRICT	McRae Elementary School - New Standard Pav	12/17/2019	\$99,817.50
CLAY COUNTY SCHOOL DISTRICT	Montclair Elementary Pavilion	11/25/2019	\$98,897.50
City of Chesapeake Parks & Recreation	Cornland Park Shelter	10/28/2019	\$44,854.34
CITY OF MIRAMAR PARKS AND REC	SHIRLEY BRANCA PARK 12x12 PAVILION	10/24/2019	\$28,147.50
ST. JOHNS COUNTY SCHOOL DISTRICT	Durbin Crk Elem Basketball Court Pavilion	10/16/2019	\$166,161.60
CLAY COUNTY SCHOOL DISTRICT	Paterson Elementary Shade Structure A	9/10/2019	\$8,895
CLAY COUNTY SCHOOL DISTRICT	Paterson Elementary Shade Structure C	9/10/2019	\$19,970
City of Virginia Beach	Salem Woods	7/10/2019	\$43,188.85
ST. JOHNS COUNTY SCHOOL DISTRICT	Freedom Crossing Shade Structures	4/17/2019	\$42,586
Lake Paul Wallace Authority	Shelter and Site Amenities	3/22/2019	\$35,462.99
City of Virginia Beach	Pungo Ferry -	2/28/2019	\$39,372.50
ST. JOHNS COUNTY SCHOOL DISTRICT	R B Hunt Elementary School Pavilion	2/18/2019	\$14,360
City of Virginia Beach	Rosemont Forest	2/6/2019	\$37,056.50
CLAY COUNTY SCHOOL DISTRICT	S. Bryan Jennings Elem Pavilion	12/11/2018	\$99,080.75
ST. JOHNS COUNTY SCHOOL DISTRICT	R. J. Murray Middle School - Shade Structure - Opt 4	11/7/2018	\$47,592
CLAY COUNTY SCHOOL DISTRICT	Ridgeview HS Pavilion 40 x 60	11/6/2018	\$88,376
ST. JOHNS COUNTY SCHOOL DISTRICT	Palm Valley Academy Playground Extension -Rev 11/6/18	10/6/2018	\$111,957.76
CLAY COUNTY SCHOOL DISTRICT	Fleming Island Elementary School Pavilion	9/28/2018	\$138,862
ST. JOHNS COUNTY SCHOOL DISTRICT	Palm Valley Academy - K-2 Shade Structures Together	9/5/2018	\$24,210
ST. JOHNS COUNTY SCHOOL DISTRICT	Hickory Creek Half Court Pavilion	7/26/2018	\$91,633.30
JEFFERSON PARISH	50-122656 Two Shelters for Woodmere Walking Track	5/21/2018	\$48,417.99
St. Johns County Government	Davis Park Bleacher Shade Structures	5/3/2018	\$23,720
ST. JOHNS COUNTY SCHOOL DISTRICT	Palencia Shade Structure for Playground	1/29/2018	\$39,976
Valley Ridge Academy PTO	Shade Structures	1/16/2018	\$45,650
ST. JOHNS COUNTY SCHOOL DISTRICT	Osceola Elem Shade Structure Repair	12/4/2017	\$3,067.50
ST. JOHNS COUNTY SCHOOL DISTRICT	Osceola Elem 25' x 30' Shade Structure	12/4/2017	\$28,396
CLAY COUNTY SCHOOL DISTRICT	Green Cove Springs Junior High Cafeteria Shade Structure - 36 x 4	8/24/2017	\$24,115
Lake Paul Wallace Authority	TCPN Shelter and Site Amenities	7/20/2017	\$26,174.79
City of Chesapeake Parks & Recreation	Duo-Top Shelter with Cupola	6/8/2017	\$75,000.53
City of Chesapeake Parks & Recreation	NWRP Duo Top	6/8/2017	\$94,780

Hurricane Damaged Shelter Replacement	6/2/2017	\$60,038.89
Tarboro Ray Center	4/18/2017	\$15,614.75
VASQUEZ SHELTER	9/29/2016	\$26,917.60
Replacement Nets for Shade Structures	8/16/2016	\$8,120
ESE Shade Structure Rev 1	8/16/2016	\$23.730
Playground Shade Structure Opt. 2	8/5/2016	\$19,830
Lark Down Park	2/23/2016	2/23/2016 \$104,926.84
Playground Addition	1/15/2016	\$19,854.19
SHADE STRUCTURES	3/9/2015	\$9,537.70
Shade Structure & Gate	8/11/2014	\$10.745
4 PARKS SHADE - CLAY COUNTY 13/14-8 (SHELTERSCAPES)	4/21/2014	\$119,545
Playground Shade and Bench	3/10/2014	\$4.565.20
Shade & Slide	12/12/2013	\$4.967.47
SILVERLEAF	12/12/2013	\$96,590.07
Shelter Scapes	11/25/2013	\$16,280.10
Mountain View Apartments	8/7/2013	\$25,433.08
ROSE PARK IMPROVEMENTS - Shelter	7/9/2013	\$21,229
RIVER RUN PARK 20x20 PAVILION		\$28,695
eme sade sade sade sade sade sade sade sad	nt Nets for Shade Structures Structure Rev 1 Shade Structure Opt. 2 Park Addition UCTURES Structure & Gate ADE - CLAY COUNTY 13/14-8 (SHELTERSCAPES) Shade and Bench de iew Apartments IMPROVEMENTS - Shelter PARK 20x20 PAVILION	opt. 2 NTY 13/14-8 (SHELTERSCAPES) h 1. 1. 1. 1. ILION

FLORIDA BID BOND

	BOND NOn/a
	AMOUNT: \$ 5% of bid***
KNOW ALL MEN BY THESE PRESENTS, tha	at Bliss Products and Services, Inc.
_6831 South Sweetwater Road, Lithia Sprin	gs, Georgia 30122
hereinafter called the PRINCIPAL, andMerch	nants National Bonding, Inc.
Post Office Box 14498, Des Moines, IA 50	306-3498
a corporation duly organized under the laws of th	e State of OWA
having its principal place of business at 6700 \	Westown Parkway,
West Des Moines, IA 50266	in the State of IOWA
and authorized to do business in the State of Flor	ida, as SURETY, are held and firmly bound unto
City of Key West, 1300 White Street, Key	West, Florida 33040
hereinafter called the OBLIGEE, in the sum of_	Five Percent of the attached bid***
DOLLARS (\$5% of bid***) for the payment for which we bind ourselves.
our heirs, executors, administrators, successors, a present.	and assigns, jointly and severally, firmly by these
THE CONDITION OF THIS BOND IS SUCH T	НАТ:
WHEREAS, the PRINCIPAL is herewith submit	ting his or its Bid for
ITB # 22-002 / C.B. HARVEY REST BEACH	SHELTERS / IS72011901 said Bid, by
reference thereto, being hereby made a part hereo	of.

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 detailed Specifications, entitled:

ITB 22-002 / C.B. HARVEY REST BEACH / IS72011901

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, 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	November , 2021.
PRINCIPAL Bliss Products and Services, Inc. By Gregg Bliss, President	STATE OF Georgia : SS COUNTY OF Douglas)
Merchants National Bonding, Inc. SURETY By C. Wayne McCartha Attorney-in-Fact	



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C Wayne McCartha; M Kathryn McCartha-Powers; Raymond E Cobb Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of

February

, 2020

TIONA ORPORA ON RED RES STATE OF THE STATE

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 11th day of February 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON

Commission Number 750576 My Commission Expires January 07, 2023 Polly mason

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of November , 20

, 2021



Secretary

Villiam Harner Is

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: BISS Products and Services, Inc. Vendor FEIN: 59-2413431 Vendor's Authorized Representative Name and Title: Gregg BISS, President Address: [1831 S. Sweet water Rd. City: Lithia Springs State: GA Zip: 30122 Phone Number: 800-248-2547		
Email Address: info@bliss products. 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: Grego Bliss President, Print Name Print Title		
who is authorized to sign on behalf of the above referenced company. Authorized Signature:		

ANTI – KICKBACK AFFIDAVIT

STATE OF Georgia) : SS COUNTY OF DOUGLAS)	
COUNTY OF DUGICES	
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid w paid to any employees of the City of Key West as a commission, kickback, reward or gift, direct indirectly by me or any member of my firm or by an officer of the corporation.	ill be tly or
By:	
	-
Sworn and subscribed before me this day of, 202	1.
NOTARY PUBLIC, State of George at Large	
My Commission Expires: 3/14/2023	
My Commission Expires: 3/14/2023	
A RY COMMISSION CO	
HARO TO THE STATE OF THE STATE	

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

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 BITSS Products
	and services, inc.
2.	This sworn statement is submitted by BISS Products and Services, In (Name of entity submitting sworn statement)
	whose business address is <u>UB31 S. SWeltwater Rd.</u>
	Lithia Springs, GA 30122
	and (if applicable) its Federal Employer Identification Number (FEIN) is
	59-2413031
	(If the entity has no FEIN, include the Social Security Number of the individual
	signing this sworn statement
3.	My name is Greag Biss (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), <u>Florida Statutes</u> , 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),

trial, or entry of a plea of guilty or nolo contendere.

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

- 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.)
(Signature) 11 9 202 (Date)
STATE OF Georgia
COUNTY OF DOUGLAS
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,
(Name of individual signing) who, after first being sworn by me, affixed his/her
Signature in the space provided above on this
My commission expires: 3/14/2023 My commission expires: 3/14/2023 My commission expires: 3/14/2023 My commission expires: 3/14/2023
W SOM C MCC
THOU THE COUNTY.

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. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

CONTRACTOR	Bliss products and services, Inc. SEAL:
	UBJ S. Sweltwater Rd. Lithia Springs, 6A 30122 Address
	Signature My
	Gregg Bliss Print Name
	President Title
DATE:	11 9 2021

*NOT APPLICABLES

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

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for 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	Phone:
Current Local Address:(P.O Box numbers may not be used to establish status)	Fax:
Length of time at this address:	
Signature of Authorized Representative	Date:
Signature of Authorized Representative	
STATE OF	COUNTY OF
The foregoing instrument was acknowledged before me this	day of, 2021.
By, of (Name of officer or agent, title of officer or agent)	
(Name of officer or agent, title of officer or agent)	(Name of corporation acknowledging)
or has produced identification(Type of identification)	as identification
	Signature of Notary
Return Completed form with Supporting documents to: City of Key West Purchasing	Print, Type or Stamp Name of Notary
	Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

CONE OF SILENCE AFFIDAVIT

STATE OF GLORGIA
STATE OF GLORGIA) : SS COUNTY OF DOUGIAS)
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of BISS Products and Services 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.
Gregg Bliss, President
Sworn and subscribed before me this
Day of, 2021.

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. Competitive 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 publicly 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:
 - (A) 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.
 - (B) At the deadline for submission of responses to the solicitation if only one vendor has responded.
- (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.

(Ord. No. 13-11, § 1, 6-18-2013; Ord. No. 19-08, § 1, 3-20-2019; Ord. No. 19-28, § 3, 9-17-2019)

NON-COLLUSION AFFIDAVIT

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PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this day of 2021,
by and between the CITY OF KEY WEST, hereinafter called the "Owner", and
Bliss Products and Services, Inc.
hereinafter called the "Contractor";
WITNESSETH:
The Contractor, in consideration of the sum to be paid to them 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 ITB 22-002 C.B. HARVEY REST BEACH SHELTERS, Key West, Florida to the extent of the Bid made by the Contractor, dated theth day of2021, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

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 within One hundred & eighty (180) days 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 after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor fails 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 at a rate of \$250.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

-Public Access. Pursuant to Florida Statute §119.0701, the parties shall comply with all public records laws of the State of Florida, including but not limited to:

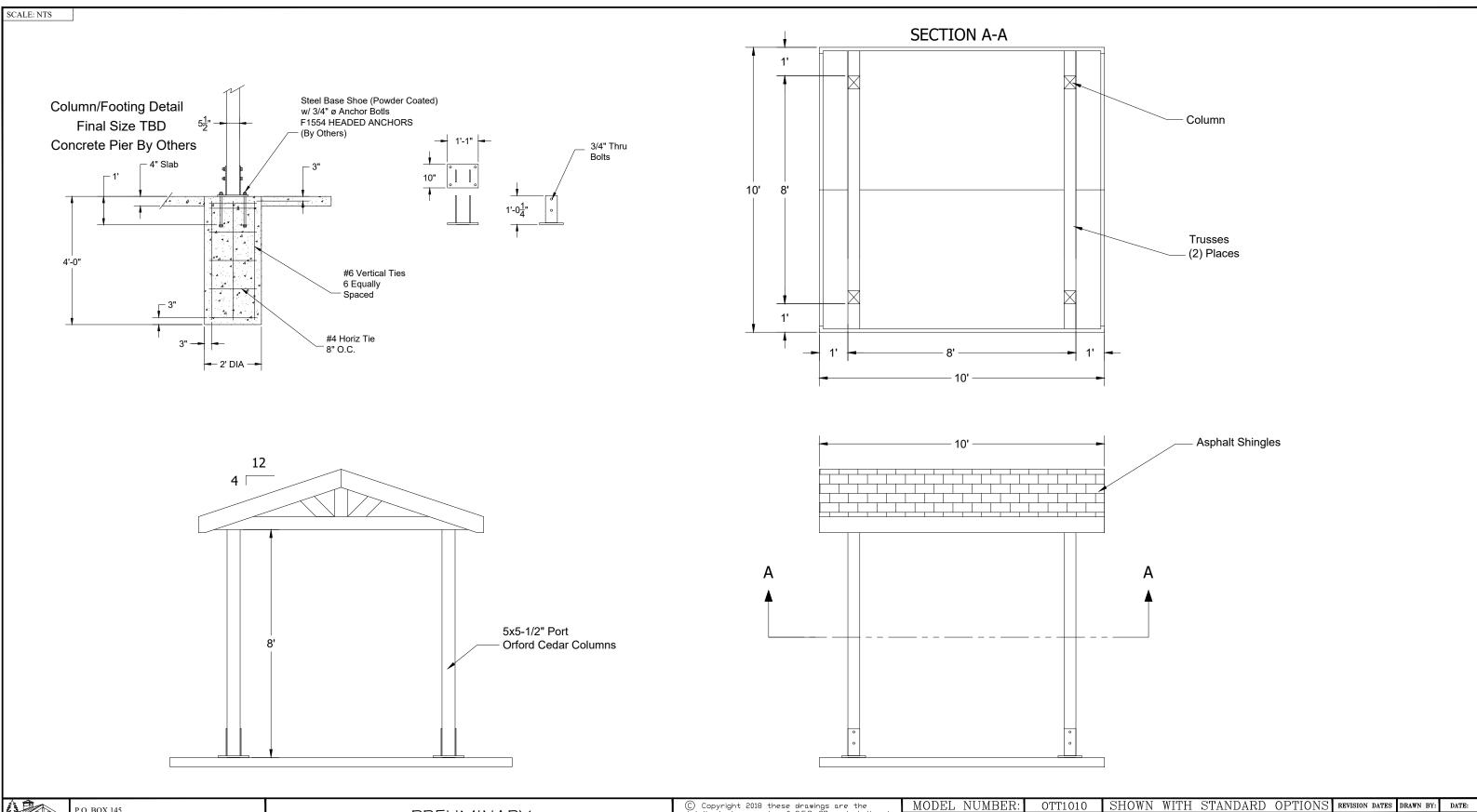
i. Keep and maintain public records that ordinarily and necessarily would be required by CITY in the performance of this Agreement.

- ii. Provide the public with access to public records on the same terms and conditions that CITY would provide the records and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- iv. Meet all requirements for retaining public records and transfer, at no cost, to CITY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CONTRACTOR in a format that is compatible with the information technology systems of CONTRACTOR.

-Governing Laws/Venue. This Agreement is governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this Agreement shall be in Monroe County, Florida. Nothing contained herein shall be construed to alter or waive the City's sovereign immunity under 768.28, Florida Statutes.

-Construction. This Agreement has been carefully reviewed by each of the parties. Therefore, this Agreement is not to be construed against any party on the basis of authorship.

IN WITNESS WHEREOF, we, the parties hereto, e	ach herewith subscribe the same this
Day of	, A.D., 2021.
CITY OF KEY WEST	
Ву	
Title City Manager	
CONTRACTOR By By	
Title President	





P.O. BOX 145 WEST OLIVE, MI 49460 800-552-9495 WWW. CEDARFORESTPRODUCTS.COM

PRELIMINARY NOT FOR CONSTRUCTION © Copyright 2018 these drawings ar intellectual property of C.F.P. C.D. or be copied or disclosed to any unautiparties in part or its entirety with written permission, and they shall n for construction unless approved be Representative.

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☐ 29ga METAL ROOF ☐ STANDING SEAM ROOF ☐ CEDAR SHINGLES

10x10 Open Timber Truss

☐ METAL BASE SHOES ☐ LIGHTNING PROTECTION
☐ STEEL COLUMNS ☐ 2 TIER ROOF
☐ CUSTOM ROOF PITCH ☐ CUPOLA

TEG 11-1-21 SHEET: 1 OF 1



About Cedar Forest Products

For over 50 years, Cedar Forest Products (CFP) has been designing and creating pre-engineered structures for public and private parks, camps and recreation facilities. Hundreds of standard designs allow flexibility and customization for any requirement or budget. CFP buildings are low maintenance, designed to perform and built to last.



Cedar Forest Products (CFP) started as a lumber yard in western Illinois in 1964. Over the years, our product lines have expanded to

include a large variety of products. Now we are an industry leader offering pre-fabricated wood and steel shelters, band shells, restroom buildings, park & camp buildings, cabins, bridges, pergolas, site amenities and more. CFP prides itself in offering attractive products that are designed to perform and built to last.

Our ownership team changed in 2016; Ben LaBarge and James Kuipers purchased CFP and moved it from western Illinois to western Michigan. Both Ben & James bring a unique combination of industry and business knowledge as well as professional experience to CFP. Their goal is to grow and expand CFP into new markets with great dealers and quality products. We are excited to see what the future of CFP holds! We hope you will be a part of our exciting future, too.





LIMITED WARRANTY

Cedar Forest Products warrants that the materials and structural parts will conform to the specifications and descriptions on drawings approved by the purchaser, for a period of ten years commencing on the date of the invoice for sale of the products. If, within the warranty period, any materials fail to conform to the specifications and descriptions, Cedar Forest Products will, upon being notified in writing promptly after discovery of the defect, repair the defective material or, at its sole option, replace the defective part or parts. Cedar Forest Products will deliver the repaired or replacement part or parts to the site free of charge, but is not responsible for providing labor or the cost of labor for the removal of the defective part or parts, and/or the installation of any replacement part or parts. Replaced parts are warranted for the balance of the original warranty period.

Cedar Forest Products shall not be liable for deterioration of any building components due to failure of finished coatings or weather proofing or building foundations and/or settlement, norshall Cedar Forest Products be responsible for updating specifications to meet building codes, municipal ordinances, or special insurance requirements.

This warranty is valid only if the structures are erected in conformance with Cedar Forest Products' installation instructions and maintained according to proper maintenance procedures; have been subjected to only normal use for the purpose for which the goods were designed; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Cedar Forest Products approved representatives in any respect which, in the judgment of Cedar Forest Products, affects the condition or operation of the structures.

This warranty does not apply to any damage or deterioration caused by abuse, vandalism, theft, fire or any acts of God, or failure to provide reasonable and necessary maintenance.

ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED. CEDAR FOREST PRODUCTS SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

To make a claim under this warranty, please email Cedar Forest Products info@cedarforestproducts.com.

Cedar Forest Products 800.552.9495 www.cedarforestproducts.com



CEDAR FOREST PRODUCTS, CO.

P. O. Box 145 West Olive, MI 49460 800-552-9495

www.cedarforestproducts.com

Covering all your needs since 1964!

Standard Colors REGAL WHITE BONE WHITE SURREY BEIGE SANDSTONE ALMOND BUCKSKIN **ASH GRAY SLATE GRAY Deep Tone Premium Colors** Additional cost will apply. CHARCOAL MATTE BLACK REGAL BLUE MEDIUM BRONZE DARK BRONZE **BRITE RED** HARTFORD GREEN SR-0.42 E-0.84 SRI-45 **Metallic Colors** Additional cost will apply. PATINA GREEN **EVERGREEN** BRANDYWINE MANSARD BROWN PREWEATHERED GALVALUME COLONIAL RED **LEADCOAT** SR-0.37 E-0.82 SRI-38 ROMAN BLUE PATRICIAN BRONZE SILVER METALLIC COPPER PENNY METALLIC SR-0.49 E-0.85 SRI-55 GALVALUME® PLUS TEXAS SILVER METALLIC TERRA COTTA CHAMPAGNE METALLIC SR-0.69 E-0.25 SRI-65 SR-0.38 E-0.80 SRI-38 SR-0.35 E-0.85 SRI-36



About Bliss Products and Services, Inc.

Bliss Products and Services, Inc. has been in the recreation business since 1984. Not only have we survived over thirty years in an ever changing market, but we've undergone tremendous growth that has enabled our organization to expand from servicing a few states to being a formidable presence in the Southeast.

We take pride in this growth, which can be directly attributed to our "low key" and customer focused sales solutions. BPS provides exceptional customer service and quality recreational equipment. Thirty years in the industry has enabled us to develop long term relationships with vendors, clients and our sales force.





Our team has experience in design and development of all types of play environments. Our services include custom design consultations, site evaluations, budgeting, and installation. We are CPSI certified, industry trained, customer oriented, and committed to ensuring that our customers are treated as a part of our team.

You'll find our sales representatives, inside sales support, and install team are enthusiastic, responsive, and ready to work with you at your convenience.



BPS Product Offerings

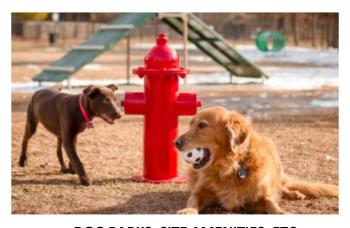
With the wide variety of products offered at Bliss Products and Services, Inc., (BPS) we are able to propose a solution for all of your recreation equipment needs: playground equipment, playground surfacing, shades, shelters, bleachers, dog parks, outdoor fitness, site amenities and athletic equipment.



PLAYGROUND EQUIPMENT

BPS is the exclusive distributor for Play & Park Structures in the Southeast. Play & Park Structures is owned by Playcore, Inc. By joining the Playcore family of companies, BPS is able to ensure our customers always receive an outstanding product, a competitive price and excellent customer service.

We also represent : BigToys, UltraPlay, Sportsplay, and Elephant Play



DOG PARKS, SITE AMENITIES, ETC.

By incorporating a dog park within your recreational area, you can create an environment that allows all family members to play, socialize, and get the physical activity so critical to health and well being.

Adding other site amenities, such as trash receptacles and benches, to your site, you can provide comfortability and cleanliness.



SHADES, SHELTERS & MORE

Shade is becoming more and more of an important part of any recreation environment. Fabric shades over a playground, dog park, or over a pool can provide relief from the sun while being active. Metal or wood picnic shelters, paired with picnic tables and grills, are a great addition to serve as a gathering space for the community.



BPS Installation Warranty

Bliss Products and Services, Inc. (BPS) hereby warrants and guarantees the installation work for a period of one year from the date of substantial completion.

BPS will repair or replace to the satisfaction of the Owner any or all work that may prove defective in workmanship or materials within the guarantee period together with any other work which may be damaged or displaced in so doing. This guarantee does not cover equipment that is not maintained properly. It also does not cover ordinary wear and tear, vandalism, or an other unusual abuse or neglect of the property.



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PERSYNS, ERIC BRADLEY

BLISS PRODUCTS AND SERVICES, INC. 6831 S SWEETWATER RD LITHIA SPRINGS GA 30122

LICENSE NUMBER: CGC1516244

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





April 2, 2020

To Whom It May Concern:

Re: Bliss Products and Services, Inc.

It is the privilege of United States Fire Insurance Company to provide surety-ship for Bliss Products and Services, Inc.

In the capacity as surety, we are familiar with the company's financial standing, quality management and performance record. We currently have a bond line of \$1,000000 single / 2,000,000 aggregate. Amount above this line can be considered. Currently, there all of this bond line available.

We stand ready to issue performance/payment bonds should Bliss Products and Services, Inc. be awarded a project within their bond line. However as always, the surety reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, project financing and all other pertinent underwriting factors.

We enjoy an excellent working relationship with Bliss Products and Services, Inc. and have found them to be professional in all of their undertakings. We are not aware of any bonding company involvement on any project that Bliss Products and Services, Inc. has bonded. We recommend them to you without reservation.

Please be advised that this letter is not pre-qualifying the client for Subcontractor Default Insurance. We accept no responsibility whatsoever as to the qualifying requirements of this client for the underwriting of Subcontractor Default Insurance.

Please let us know if you have any questions.

Wayne McCartha

Agent for Surety

Sincerely



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/19/2021

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 have ADDITIONAL INSURED provisions or 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).

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PRODUCER HDINS,Inc dba Harry Dani	el Insurance	CONTACT NAME:	Meg Stover		
P.O. 2077		PHONE (A/C, No, Ext):	770-382-8954	FAX (A/C, No):	770-386-4081
Cartersville, GA 30120		E-MAIL ADDRESS:	MStover@hdins.com		
			INSURER(S) AFFORDING COVERAGE		NAIC#
www.hdins.com A	P070759	INSURER A : Cinc	cinnati Specialty Underwriters		13037
Bliss Products and Services, Inc. 6831 S. Sweetwater Rd.		INSURER B : Twin	City Fire Insurance Co.		29459
		INSURER C: Sen	tinel Insurance Co, Ltd		11000
Lithia Springs GA 30122		INSURER D: Cert	ain Underwriters at Lloyd's, Lon	don	
		INSURER E :			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: 62941550 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 S	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	1	COMMERCIAL GENERAL LIABILITY		CSU0024940	1/17/2021	1/17/2022	EACH OCCURRENCE	\$ 1000000
		CLAIMS-MADE ✓ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
	✓	Contract & XCU					MED EXP (Any one person)	\$ 5000
	✓	\$5000 Deductible per claim					PERSONAL & ADV INJURY	\$ 1000000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 3000000
		POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$300000
		OTHER:						\$
C	AUT	OMOBILE LIABILITY		20UECKN3349	7/29/2021	7/29/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	✓	ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	✓	HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
Α		UMBRELLA LIAB ✓ OCCUR		CSU0024939	1/17/2021	1/17/2022	EACH OCCURRENCE	\$ 5000000
	✓	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5000000
		DED RETENTION \$0					Occur/Aggregate	\$
В		RKERS COMPENSATION EMPLOYERS' LIABILITY		20WECAT3242	7/29/2021	7/29/2022	✓ PER OTH- STATUTE ER	
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$ 1000000
	(Man	ndatory in NH)	117.4				E.L. DISEASE - EA EMPLOYEE	\$ 1000000
	If yes	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1000000
C		nstallation		20SBAZT2793	4/19/2021	4/19/2022	\$100000	
l D	Prot	fessional Liability		HPL21-0261	4/28/2021	4/28/2022	\$1000000 per claim/aggr	egate

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

--See Attached Remarks Schedule--Information provided by this certificate (including any addendum/attachment) is strictly limited per State of Georgia statute OCGA 33-24-19.1

CERTIFICATE HOLDER	CANCELLATION
Bliss Products & Services,Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1	AUTHORIZED REPRESENTATIVE H. L. Daniel

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AGENCY	CUSTOMER ID:	Α

LOC #:

	_®
ACORI	D "

ADDITIONAL REMARKS SCHEDULE

Page of	Page	of
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AGENCY		NAMED INSURED
HDINS,Inc dba Harry Daniel Insurance		Bliss Products and Services, Inc. 6831 S. Sweetwater Rd.
POLICY NUMBER	Lithia Springs GA 30122	
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: ACORD 25 (03/16)

HOLDER: Bliss Products & Services, Inc.

ADDRESS: 6831 S. Sweetwater Rd. Lithia Springs GA 30122

GENERAL LIABILITY: Additional insured for ongoing and completed operations, on a primary and non-contributory basis, when required by executed written contract per form, CSGA437 12/13.

GENERAL LIABILITY: Waiver of subrogation when required by executed written contract per form, CSGA4087 12/12.

AUTO LIABILITY: Additional insured, on a primary and non-contributory basis, and waiver of subrogation when required by executed written contract per form, $\rm HA9916~03/12$.

EXCESS LIABILITY: General Liability, Auto Liability and Workers' Compensation policies are all listed on the Schedule of Underlying Insurance. Additional insured and waiver of subrogation per forms, CSCX100 02/13 and CSIA405 08/09A.

WORKERS' COMP: Waiver of subrogation when required by executed written contract per form, WC000313.

ACORD 101 (2008/01)