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INFORMATION TO PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL NO. RFP 001-15

KEY WEST CITY HALL AT GLYNN ARCHER,
PHASE 2 - NEW CONSTRUCTION & MAJOR
RENOVATION

ISSUE DATE: August 31, 2014

MANDATORY

PRE PROPOSAL CONFERENCE: SEPTEMBER 15, 2014, AT 10:00AM AT
THE SITE (ATTENDANCE IS MANDATORY
FOR ALL PROPOSERS)

CONTACT: MICHAEL VIEUX - 305-809-3964
OR S. SNIDER - 305-809-3815

MAIL OR SPECIAL

DELIVERY REPONSES TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVE
KEY WEST, FL 33040

DELIVER PROPOSALS TO: SAME AS ABOVE

PROPOSALS MUST BE
RECEIVED:

October 15, 2014

NOT LATER THAN:

3:00 P.M. LOCAL TIME

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

REQUEST FOR PROPOSALS

Sealed Proposals addressed to the City of Key West (CITY), for the Request for Proposal (RFP) # **001-15 Key West City Hall at Glynn Archer, Phase 2 – New Construction & Major Renovation** will be received at the office The Clerk of the City of Key West at 3126 Flagler Ave, Key West, Florida 33040, until 3:00 p.m., local time, on October 15, 2014 and then will be publicly opened and read. Any Proposals received after the time and date specified will not be considered.

The project contemplated consists of providing all materials, equipment and labor necessary to accomplish the following:

- The project consists of construction of a new City Hall in the former Glynn Archer School and related work indicated in the Drawings and Specifications, dated August 8, 2014.

Drawings and Specifications may be obtained from DemandStar by Onvia or from the City of Key West website (www.keywestcity.com). Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

A Preproposal Conference will be held on the Project Site on September 15, 2014 at 10:00 AM. Attendance is Mandatory.

Each Proposal must be submitted in two separately sealed envelopes: (1) Cost Proposals, and (2) Qualifications, on the prescribed forms and accompanied by Proposal security. Proposal or Proposal security shall be by cash, by certified or cashier's check, by a Proposal bond or an irrevocable letter of credit made payable to the City and provided by a surety company authorized to do business as a surety in the State in an amount not less than five percent of the amount of the Cost Proposal or PROPOSAL. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

One (1) original, three (3) copies, and 2 flash drives in PDF format of the Proposal are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "**RFP # 001-15 Key West City Hall at Glynn Archer, Phase 2 – New Construction & Major Renovation**", and addressed to the City Clerk.

Proposers must hold and furnish documentation of all State of Florida licenses, certifications, registrations or competency cards required in order to Propose and perform the work specified herein.

The successful Proposer will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award. The successful Proposer must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- A. City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. A valid Certificate of Competency issued by the Chief Building Official of the City of Key West, which shall be valid throughout the contract time.
- C. A valid Business Tax Receipt issued by the City of Key West.

All Proposal 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/her 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 lowest, qualified Proposer's Proposal to perform the size and type of work specified under this Contract, based on the criteria set forth in this document.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact Mike Vieux, Senior Construction Manager, at (305) 809-3964, [or mvieux@keywestcity.com](mailto:mvieux@keywestcity.com).

Prior to award by the CITY the successful Proposer must be able to prove that Proposer held State Licenses prior to submittal of Proposal as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Proposer must be able to prove that Proposer holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the Proposal document. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in Proposal. The CITY may reject Proposals: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its Proposal, (3) if the Proposer does not strictly conform to the law or is non-responsive to Proposal requirements, (4) if the Proposal is conditional, (5) if a change of circumstances occurs making the purpose of the Proposal unnecessary, (6) if such rejection is in the best interest of the CITY, or (7) if, in the opinion of the City, any or all of the submitted and/or verified qualifications fail to meet the standards set forth in these RFP documents, taken as a whole. The CITY may also waive any minor informalities or irregularities in any Proposal.

INSTRUCTIONS TO PROPOSERS

1. CONTRACT DOCUMENTS

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 Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

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

DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the proposer should request of the Project Manager, in writing, at least ten (10) calendar days prior to the Proposal opening, an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the Documents which will be furnished through DemandStar to all registered holders of the Contract Documents. Proposers shall submit with their Proposals or indicate receipt of all Addenda. The City will not be responsible for any other explanation or interpretations of said Documents.

2. DESCRIPTION OF THE PROJECT

The work to be completed for this project can be found in the Plans and Specifications. The Proposer will be required to complete all work as specified.

3. QUALIFICATION OF CONTRACTORS

As a minimum requirement, proposers must hold all licenses, certifications, registrations or competency cards required by Florida Statute and local ordinances in order to perform the work specified herein, notwithstanding the Basis of Scoring Qualifications following.

In addition to the minimum requirements, proposers must provide three to five examples of previously-completed projects with references that show competency in each of the six below-listed types of construction. Proposals will be scored according to the point values listed for each type by a committee of selected City Staff:

- a. Successful completion of projects of similar size and complexity: **100pts.**
- b. Successful completion of sizeable LEED-certified projects, including providing all documentation for certification: **100 pts.**
- c. Experience in and knowledge of the labor and materials markets of the Florida Keys. **100pts.**
- d. Successful completion of similarly-sized historic restoration projects: **100 pts.**
- e. Successful experience with reinforcing of existing concrete structures, especially in the use of carbon fiber reinforcing: **100 pts.**
- f. Successful experience with municipal government projects of similar size: **100pts.**

4. COST PROPOSAL - LUMP SUM

The COST Proposal for the work is to be submitted on a LUMP SUM basis. LUMP SUM BASE PROPOSAL price shall be broken down on a lump sum price basis for each part of the project Proposal according to a Schedule of Values included with the PROPOSAL. The total amount to be paid the Contractor shall be the amount of the Lump Sum Base Proposal as adjusted for additive or deductive alternates and/or resulting from City of Key West (the City) authorized changes in the project or by actual number of units used in construction. The City reserves the right to enter into a contract for all or portions of the project and to adjust the final Lump Sum accordingly.

The lowest priced Proposal will be given **400 points** in the scoring system, and higher-priced Proposals proportionally less, determined according to the following formula:

$$\text{Lowest Priced Proposal} \div \text{Price of Proposal Under Evaluation} \times 400 = \text{Score for Proposal Under Evaluation}$$

The highest scoring Proposal will be recommended to the City Commission for award of Contract. **The final decision for award of Contract will be made by the City Commission, which may accept the Committee's recommendation or re-rank the Proposals and award to a different Proposer.**

5. PROPOSER'S UNDERSTANDING

Each Proposer must inform him/herself of the conditions relating to the execution of the work, and it is required that he/she will inspect the site(s) and make himself/herself thoroughly familiar with the Proposal Documents. Failure to do so will not relieve the successful Proposer of his/her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Proposal Documents. It shall be the Proposer's obligation to verify for himself and to his complete satisfaction all information concerning site and construction or worksite conditions.

The City will make available to prospective Proposers upon request and at the office of the Project Manager, prior to Proposal opening, any information that he/she may have as to conditions at the worksites.

Investigations were made for the purpose of study and design, and the City assumes no responsibility whatever in respect to the sufficiency or accuracy of data or other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Copies of any existing documents can be viewed at the City offices of Engineering, 3140 Flagler Ave, and any that are made available shall not be considered a part of the Contract Documents, said documents are made available only for the convenience of the Proposers.

Information derived from Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he/she may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Proposer shall inform him/herself of, and the Proposer 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. Performance and Payment Bonds are required as part of this contract.

6. PREPARATION OF PROPOSALS

GENERAL

Qualifications Proposals are limited to forty (40) single-sided pages in addition to the forms required by this Request for Proposals (including attachments). All blank spaces in the Proposal form must be filled in, as required, in BLACK INK or TYPED. All price information will 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 amounts stated in writing and the amounts stated in figures.

Any Proposal 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 Request for Proposal.

Proposers shall not submit unbalanced Proposals.

Only one (1) Proposal from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) Proposal for work contemplated, all Proposals in which such Proposer is interested will be rejected.

SIGNATURE

The Proposer shall sign his/her Proposal in the blank space provided therefore. If Proposer 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 the Proposer 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 on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the City prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

SPECIAL PROPOSAL REQUIREMENTS

The Proposer'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, CODES, ORDINANCES, PERMITS, and LICENSES.

ATTACHMENTS

Proposer shall complete and submit the following forms with his Proposal or as otherwise identified in the Proposal document:

- Proposal Form including detailed schedule of values
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes
- Anti-Kickback Affidavit
- Local Vendor Certification
- Equal Benefits for Domestic Partner Affidavit
- Cone of Silence Affidavit
- Three to five examples of previously-completed projects with references that show competency in each of the five types of construction listed in Paragraph 3 above
- A description of any previous or existing legal action against the Proposer within the past three (3) years. If none, Proposer shall state this fact in writing.
- All Proposers shall include with their Proposal package their complete Proposal on two flash drives with a single PDF format file of the Proposal on each flash drive. (two flash drives are required with the Proposal)

Note: if any of the items above or as required in other parts of the document are not included in the Proposal, the Proposal will be considered nonresponsive and therefore will be rejected unless City Commission directs otherwise.

7. STATE AND LOCAL SALES AND USE TAX

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 unless stated differently in these documents. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

8. SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Request for Proposal. Proposals must include a completed Proposal form provided herewith.

Each Proposal must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Proposer's name and its contents without being opened, and addressed in conformance with the instructions in the Request for Proposal. One (1) original, three (3) copies, and two (2) flash drives are required.

9. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for the receipt of Proposals. Such notice shall be in writing over the signature of the Proposer or by telephone, fax, or email. If by telephone, fax, or email, written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of Proposals, and it shall be so worded as not to reveal the amount of the original Proposal. No Proposal may be withdrawn after the time scheduled for the opening of Proposals, unless the time specified in paragraph 12, AWARD OF CONTRACT, in these Instructions to Proposers shall have elapsed.

10. PROPOSAL SECURITY

The Cost Proposal shall be accompanied by a certified check, cashier's check of Proposal (Bid) bond in an amount not less than five (5%) of the Total Proposed Price. Said check or bond shall be made payable to the City of Key West and shall be given as a guarantee that the successful Proposer, upon receipt of notification of award, will enter into an Agreement and furnish the required Payment and Performance Bonds. In case of refusal or failure to enter in to said Agreement, the check or Proposal Bond, as the case may be, shall be forfeited to the City as liquidated damages. Failure to submit the Proposal Security with the Cost Proposal may be grounds for rejection of the proposal. All bonds shall be written by a Surety Company of recognized standing, authorized to conduct business in the state of Florida; and shall have a registered agent in the state of Florida.

The City shall have the right to retain the Proposal Security of Proposers to whom an award is being considered until either:

- a. The Contract has been executed and bonds have been furnished; or
- b. The selected Proposer withdraws its proposal without the consent or approval of the City or,
- c. All proposals have been rejected.

The successful Proposer must provide a Letter of Commitment from a state of Florida licensed bonding company to provide a Performance and a Payment Bond. The Letter of Commitment must specifically accept the Performance Bond and Payment Bond language stipulated in this proposal. In addition, it must acknowledge that the Performance Bond and Payment Bond each will be supplied for the dollar amount stated herein.

11. PERFORMANCE BOND AND PAYMENT BOND

A Performance Bond and a Payment Bond issued in a sum equal to one hundred percent (100%) of the total awarded contract amount will be required from the successful Proposer for purposes of protecting the City from lawsuits for:

- a. Non-payment of debts as might be incurred during the Proposer's performance under the contract; and,
- b. Ensuring the faithful performance of the obligations imposed by the contract.

The Performance Bond and a Payment Bond forms are included in the Contract Documents and these forms must be properly executed by the Surety and the successful Proposer within fifteen (15) calendar not including Sundays and legal holidays, after receipt of notification from the City of its award of the contract.

12. AWARD OF CONTRACT

Within Ninety (90) calendar days after the opening of the Proposals, the City will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Proposer's representative. In the event of failure of the Awarded Proposer to sign the Contract and provide acceptable insurance certificates(s), the Owner may award the Contract to another, qualified Proposer. Such award, if made, will be made within ninety (90) days after the opening of the Proposals.

Contract Award will be the date of the Notice of Award letter. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The City reserves the right to reject any and/or all Proposals because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Proposals, and to accept any Proposal that the CITY OF KEY WEST deems to be in its best interest.

13. BASIS OF AWARD - SELECTION PROCESS

The City will convene an Evaluation Panel to conduct a review and ranking of Qualification Proposals and Cost Proposals submitted in response to the Request for Proposal. The Evaluation Panel will consist of designated City staff and/or selected representatives of the City. The Evaluation Panel may be assisted by various advisors, including those to verify references, financial stability and surety, legal advisor, contact person, legal and any other as may be necessary and convenient.

Evaluation of the Qualification Proposal and the Cost Proposal from each Proposer shall be based on evaluation criteria and procedures established within this document. The Evaluation Panel shall evaluate and score the two parts of the proposal from each Proposer and establish the final ranking of submittals received.

The following steps will be followed in the selection process:

- a. The chosen Evaluation Panel will review each Proposal, determine which are responsive and rank those that are responsive from them from low to high according to cost proposal, in accordance with the formula stated above.
- b. The Evaluation Panel tasked with the review of the responses to the Request for Proposal will rank the Qualifications responses in a publicly advertised meeting using the selection criteria matrix attached.
- c. The Evaluation Panel will combine scores of the Cost Proposals and Qualifications Statements to determine a final score. (Lowest Price Proposal will be included at 400 pts., with higher priced proposals given proportionately lower points according to the formula provided in Section 4.)
- d. The Proposal with the highest combination score will be recommended to the City Commission for Award of Contract.
- e. **The final decision for award of Contract will be made by the City Commission, which may accept the Committee's recommendation or re-rank the Proposals and award to a different Proposer.**

14. EXECUTION OF CONTRACT

The successful Proposer shall, within 14 calendar days after receiving notice of award, sign and deliver to the City the Contract together with the acceptable insurance certificates as required in these Documents. Within 14 calendar days after receiving the signed Contract, with acceptable insurance from the successful Proposer, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS

The Proposer who has a contract awarded to him/her and who fails to promptly and properly execute the contract shall forfeit the Proposal security that accompanied his Proposal, and the Proposal security shall be retained as liquidated damages by the City, and it is agreed that said sum is a fair estimate of the amount of the damages the City will sustain in case the Proposer fails to enter into a Contract or furnish the required bonds. Proposal security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Bid/Proposal Bond. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

16. TIME OF COMPLETION

The Proposer further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base price and accepted alternates, in all respects, for this particular project, within four hundred ten (410) calendar days after the date of the Notice to Proceed complete the project.

17. PAYMENT TERMS

The Contractor will bill the City on a monthly basis. Terms of payment will be a maximum of 45 days from receipt of an invoice acceptable to the City. The Contractor may bill the City on a more frequent basis if agreed upon by the Project Manager. The Contractor may also bill the City for materials on site once proof of delivery and storage is provided.

18. LICENSES, PERMITS, AND FEES

The Contractor is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work as stated in the sections of this Proposal document. The licenses, permits, and fees that are required by the City of Key West are listed in Part 1: City of Key West Licenses, Permits, and Fees. The Contractor shall verify the list with the appropriate City of Key West Departments.

19. BASE PROPOSAL AND PROPOSAL ALTERNATES

The Proposer will submit a **base Proposal** using the following criteria:
Total Proposal Price for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead and profit required to complete the Work in accordance with the Contract Documents.

The Proposer will provide cost adjustments for “**Proposal Alternate**” items as follows:

- Alternate No. 1 – Add the second solar array structure, including solar panels, steel structure with foundations and miscellaneous equipment required for a fully operational system.
- Alternate No. 2 – Add the third solar array structure, including solar panels, steel structure with foundations and miscellaneous equipment required for a fully operational system.
- Alternate No. 3 – Substitute concrete for asphalt at the parking lot.
- Alternate No. 4 – Substitute alternative roof framing at Commission Chamber shown on Sheets S1.3A and S2.11 for that shown on Sheet S1.3.
- Alternate No. 5 – Add Pavilion to Butterfly Garden, including structure with foundations, as shown on Sheets 1.11, 1.13, 1.21 and S2.9.
- Alternate No. 6 – Upgrade drip irrigation system with additional pedestal mount controller and 6 moisture sensors and hydrometer, as well as upgraded centrifugal pump.
- Alternate No. 7 – Delete the four historic fire escapes, concrete foundation and extended sidewalks at their bases, leaving landing at the top and adding railing and guard on the 3rd side where the stair was.
- Alternate No. 8 – The base bid includes manually operated dual roller shades (blackout and shear) for all windows at the Commission Chamber. Upgrade all shades at Commission Chamber to Lutron Sivoia QS motorized dual roller shades, or equal.

20. OWNER DIRECT PURCHASE OF MATERIALS AND SERVICES

It is the City’s intent to direct purchase Carpeting and its installation through “piggybacking” on an existing State Contract. The contract with the Supplier and Subcontractor will be assigned to the General Contractor at execution of its Contract and the General Contractor will be responsible for management and quality of the work of the Carpeting Supplier and Subcontractor performing the installation.

The City may, at its option, institute an Owner Direct Purchasing (ODP) Program for the purchase other materials, which have been bid by the Contractor directly, as a cost saving measure directed at reducing the capital costs associated with construction of the New City Hall. The Owner has prepared an ODP procedure, subject to the rules of the Florida Department of Revenue and other agencies having jurisdiction, for the use in this Program, which is attached hereto.

21. UNFORESEEN CONDITIONS AND PERMITS ALLOWANCE

The Unforeseen Conditions and Permits Allowance included in the approved budget amount is not a part of the Contractor's Contract and is set aside specifically to cover Field Change Directives that do not constitute a change in scope for the project or to be used as so determined by the City, and to pay for the required City of Key West Building Permit and the Art in Public Places Fee. Utility Permits, such as those for Mechanical, Electrical and Plumbing work, are not included in this allowance and are to be included in the Proposer's Proposal.

CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Proposal Disclosure Act, there are a number of licenses, permits, and/or fees a Contractor REQUIRED BY THE CITY OF KEY WEST before or during construction by virtue of this construction as part of the Contract. Payment of these licenses, permits and/or fees is the responsibility of the Contractor unless specifically excluded.

Notes: (1) Building and Demolition Permit(s) will be paid directly by the City from an allowance set aside by the City for that purpose, and (2) Contractor shall verify each license, permit, or fee before submitting the Proposal.

PROCEDURES FOR THE OWNER DIRECT PURCHASING (ODP) PROGRAM

ODP Process:

Step 1: The City shall prepare a Purchase Requisition with the information received from the Contractor and appropriate Subcontractor and their supplier for material(s) or equipment which will be used in the construction of the Key West City Hall at Glynn Archer. The minimum amount of the Purchase Requisition shall be five thousand U.S. Dollars (\$5,000). The Purchase Requisition shall include, in addition to the payment terms, a description of the material or equipment in the appropriate quantity/quantities, shipping, insurance, and invoice instructions.

Step 2: Upon City approval of the Purchase Requisition, it will develop a Purchase Order for the vendor. The City shall forward a copy of said Purchase Order to the vendor with a required copy to the Contractor. The Contractor is responsible for forwarding a copy of the Purchase Order to the subcontractor with instructions for the subcontractor to contact the vendor and inform vendor that the Purchase Order has been processed and forwarded to the Contractor.

Note: The City shall include its Tax Exempt Number on all Purchase Orders issued as part of the Owner Direct Purchase Program.

Step 3: The vendor shall ship the material or equipment to the Project site or other designated location. The Contractor shall submit the original invoice received from the vendor and subcontractor to the City for approval along with a Conditional Release of Lien from the vendor. The City shall review the Purchase Order invoice with the Contractor to confirm delivery and to confirm material(s) and/or supplies are not damaged or missing and that the materials and/or supplies match the description of those materials and/or supplies included in the Purchase Order. Upon City's approval of the invoice, both parties shall sign the Material Equipment Verification and Confirmation Form for payment. If the Purchase Order invoice is rejected, City shall inform the Contractor, who shall inform the subcontractor and vendor.

Step 4: Upon City's, Contractor's and subcontractor's approval of a Purchase Order, City will submit the Purchase Order invoice for payment. Payments made pursuant to any Purchase Order shall be pursuant to the Florida Prompt Payment Act.

Step 5: At the end of each calendar month, Contractor will calculate the total sum of Purchase Orders issued by the City pursuant to this Owner Direct Purchase Program for the Key West City Hall at Glynn Archer Project and submit to the City. City shall review this submittal prepare a deductive change order for the material(s)/equipment, including the sales tax saved and submit for review and execution.

Step 6: Upon completion of the Key West City Hall at Glynn Archer Project, the City will reconcile any differences between the total amount of all Purchase Orders issued pursuant to this Program for the Key West City Hall at Glynn Archer and the actual amount paid on said Purchase Orders. The net difference will be adjusted in a Change Order provided to the Owner.

Changes to an ODP Purchase Order:

Step A: If a change is required to an existing Purchase Order, Contractor shall fill out an Owner Direct Purchase Order Change Request Form. Included in said Change Request Form shall be a description of the reason for the change and the appropriate backup information from the vendor shall be attached. The Contractor shall submit the Request for review by the Owner.

Step B: Owner, upon receipt and review of a Direct Purchase Order Change Request Form, may issue an amendment to the existing Purchase Order or void the original Purchase Order and issue a new Purchase Order for the increased or decreased amount.

Step C: Contractor shall reconcile with City all adjustments to any existing Purchase Orders at the end of each calendar month as required pursuant to Step 5 above.

Additional Comments:

a) The sales tax savings realized pursuant to the Owner Direct Purchase Program shall be calculated as actual savings incurred through the ODP Program.

b) Contractor shall prepare a Direct Purchase Order Summary Log, which will provide a list of all Purchase Orders issued pursuant to the ODP Program along with the amounts invoiced and paid to date for each Purchase Order. The Summary Log shall also include the amount of sales tax saved on each Purchase Order and shall indicate the number of change orders issued for each Purchase Order. Contractor shall be responsible for constant updates to the Summary Log and shall include a copy of the updated log in its Monthly Progress Report.

c) Contractor shall prepare a Vendor Direct Purchase Order Log for each vendor that has been issued a Purchase Order pursuant to this Program. The Log shall itemize each invoice submitted to Owner for payment, the amount Owner paid, and any change orders issued to vendor under each Purchase Order. This Log will be updated regularly and transmitted to Owner with each vendor invoice.

d) All **original** invoices must be mailed directly from the vendor/supplier to:
City of Key West
Attn: Mike Vieux - Engineering
Post Office Box 1409
Key West, FL 33041

e) All communication with the Owner regarding the Owner Direct Purchase Order Program must be directed to the same address.

PROPOSAL

To: The City of Key West

Address: 3126 Flagler Ave, Key West, Florida 33040

Project Title: Key West City Hall at Glynn Archer, Phase 2 - New Construction & Major Renovation

Project: RFP # 001-15

PROPOSER'S INFORMATION

Company Name: _____

Address: _____

Contact Name: _____

Email: _____

Telephone: _____

Fax: _____

Signature: _____ **Date:** _____

PROPOSER'S DECLARATION AND UNDERSTANDING

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

The Proposer further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself 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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Proposer further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, City, and other sources in arriving at his/her conclusions.

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

CONTRACT EXECUTION AND BONDS

The Proposer agrees that if this PROPOSAL is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his PROPOSAL, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Proposer further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Price and accepted alternates, in all respects, for this particular project, within four hundred ten (410) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Proposer 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 City at the rate of two thousand five hundred dollars (\$2,500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Proposer hereby acknowledges that he has received Addenda No's. _____, _____, _____, _____ (Proposer shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Proposer further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

LUMP SUM BASE PRICE

The Proposer agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum base price. The Proposer agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment 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. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Proposal will be awarded on total Price amount with or without any and all Alternate items as determined to be in the best interests of the City.

PROPOSAL FORM

RFP #001-15

Base Lump Sum Price* \$ _____ B1

Base Total in Words:

_____ U.S. Dollars

Alternate No. 1 Add 2nd Solar Array: \$ _____ C1

Alternate No. 2 Add 3rd Solar Array: \$ _____ C2

Alternate No. 3 Substitute Concrete for Asphalt: \$ _____ C3

Alternate No. 4 Change Commission Chamber

Roof Framing: \$ _____ C4

Alternate No. 5 Add Pavilion at Butterfly Garden: \$ _____ C5

Alternate No. 6 Upgraded Drip Irrigation System: \$ _____ C6

Alternate No. 7 Delete 4 Historic Fire Escapes: \$ _____ C7

Alternate No. 8 Add Motorized Shades in

Commission Chamber

\$ _____ C8

Proposal Total:

\$ _____ P

Base Bid + Alternates 1 through 5

Unforeseen Conditions/ Permits Allowance:

\$ _____ D1

To be completed by City upon award.

Authorized Budget Total:

\$ _____ T

To be completed by City upon award. Base Proposal + Alternates Accepted + Unforeseen Conditions/Permits Allowance

PROPOSAL BREAKDOWN

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

SUBCONTRACTORS

The Proposer further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Proposer is awarded the Contract (Use additional sheets as necessary):

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

PROPOSER

The name of the Proposer submitting this Proposal is:

Doing business at:

City_____State_____Zip_____

Telephone No. _____

Email Address _____

This address is where all communications concerning this Proposal shall be sent.

The names of the principal officers of the Corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Proposal as Principals are as follows:

Name

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____day of _____, 20__.

(SEAL)

Name of Corporation

By: _____

Title: _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____day of _____, 20__.

Signature of Proposer _____

Title_____

FLORIDA BID/PROPOSAL BOND

BOND NO. _____

AMOUNT \$ _____

KNOW ALL MEN BY THESE PRESENTS, that

_____, hereinafter
called the PRINCIPAL, and _____, a
corporation duly organized under the laws of the State of _____ having its
principal place of business at _____ in the
State of _____ and authorized to do business in the State of Florida, as
SURETY, are held firmly bound unto _____ hereinafter called the Obligee, in the sum of

DOLLARS (\$ _____) for the payment for which we bind ourselves, our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

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

_____ said Proposal, by reference thereto,
being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Proposal to the
OBLIGEE for the furnishing of labor, materials, (except those specifically furnished by the
City), equipment, machinery, tools, apparatus, means of transportation for, and the
performance of the work covered in the Proposal and the detailed Specifications entitled:

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this _____ day of, _____ 20__.

PRINCIPAL

By _____

SURETY

Attorney-In-Fact

SWORN STATEMENT UNDER SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Bid or Contract No.

_____ for

2. This sworn statement is submitted by

(Name of entity submitting sworn statement)

whose business address is

_____ and (if applicable) its

Federal Employer Identification Number (FEIN) is _____ (If the

entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

3. My name is _____ and my relationship to
(Please print name of individual signing)

the entity named above is _____.

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), 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 information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with 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.

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.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of

Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature
in the (Name of individual signing)

space provided above on this _____ day of _____, 20__.

My commission expires:

NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this

_____ day of _____, 20__.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

Insurance

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

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$5,000,000	Occurrence/Aggregate

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

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

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

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

CONTRACTOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 0 24, or its equivalent.

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

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

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the Proposal documents, if any.

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

CONTRACTOR: _____

SEAL:

Address_____
Signature_____
Print Name_____
Title

DATE: _____

FLORIDA TRENCH SAFETY ACT COMPLIANCE

Trench Excavation Safety System and Shoring

CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to the these standards.

By submission of this Proposal and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum Proposal amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____

Signature

Date

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____, who, after first being sworn by me affixed his /her signature in the space,

provided above on the _____ day of _____, 20__.

Notary Public

(Seal)

MY COMMISSION EXPIRES:_____

PROPOSER'S CHECKLIST

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

- | | |
|------------------------------------------------------------------------------------------------------------|--------|
| | [] |
| 1. All Contract Documents thoroughly read and understood. | |
| | [] |
| 2. All blank spaces in Proposal Form filled in, using black ink. | |
| | [] |
| 3. Total and unit prices added correctly. | |
| | [] |
| 4. Addenda acknowledged. | |
| | [] |
| 5. Mandatory Site Visit Attended. | |
| | [] |
| 6. Subcontractors are named as indicated in the Proposal. | |
| | [] |
| 7. Experience record (3-5 representative projects) included. | |
| | [] |
| 8. Proposal signed by authorized officer. | |
| | [] |
| 9. Proposal Bond completed and executed, including power-of-attorney dated the same date as Proposal Bond. | |
| | [] |
| 10. Key West Indemnification Form signed by authorized officer. | |
| | [] |

11. Proposer familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. []
12. Proposer, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. []
13. Proposal submitted intact with the volume containing the Proposal Requirements, Contract Forms, Conditions of the Contract, two (2) copies and two (2) USB drives containing a single complete PDF file. []
14. Proposal Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Proposal. []
15. Schedule of Values. []
16. Proposer must provide satisfactory documentation of State Licenses []
17. Anti-Kickback Affidavit. []
18. Cone of Silence Affidavit. []
19. Public Entity Crimes. []
20. Local Vendor Certification. []
21. Florida Trench Safety Form signed by authorized officer. []
22. Non-Collusion Declaration and Compliance. []
23. Declaration of Compliance 2-799 Equal Benefits for Domestic Partners []

**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**

ITEM/SEGMENT NO.: _____

F.A.P. NO.:

PARCEL NO.:

COUNTY OF:

PROPOSAL LETTING OF: _____ , _____

I, _____,
hereby

(NAME)

declare that I am _____ of _____

(TITLE)

(FIRM)

Of _____

—

(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Proposal on this Project.

I further declare that:

1. The prices(s) and amount of this Proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, Proposer or potential Proposer.

2. Neither the price(s) nor the amount of this Proposal have been disclosed to any other firm or person who is a Proposer or potential Proposer on this project, and will not be so disclosed prior to the Proposal opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from Proposing on this project, or to submit a Proposal higher than the Proposal of this firm, or any intentionally high or non-competitive Proposal or other form of complementary Proposal.

4. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Proposal.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from Proposaling or to submit a complementary Proposal on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary Proposal, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's Proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of City, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____, _____

***FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE PROPOSAL BEING DECLARED NONRESPONSIVE***

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

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

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

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____

(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)

or has produced _____ as identification

(type of identification)

Signature of Notary

Return Completed form with

Print, Type or Stamp Name of Notary

Supporting documents to:

City of Key West Purchasing

Title or Rank

City Ordinance Sec. 2-799

Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.

- (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
- (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
- (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
- (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.

- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
 - (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
 - (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
 - (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
 - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
 - (1) The failure to comply may be deemed to be a material breach of the covered contract; or
 - (2) The city may terminate the covered contract; or

- (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
- (4) The city may also pursue any and all other remedies at law or in equity for any breach;
- (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Contractors' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
 - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
 - a. The covered contract is necessary to respond to an emergency.

- b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: _____

Sworn and subscribed before me this

_____ day of _____, 20____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

ORDINANCE NO. 13-11

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA,
AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES
ENTITLED "ADMINISTRATION" BY ADDING SECTIONS 2-
773, "CONE OF SILENCE" TO PROVIDE FOR LIMITATIONS
AND PROCEDURES REGARDING COMMUNICATIONS
CONCERNING CITY ISSUED COMPETITIVE SOLICITATIONS;
PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR REPEAL OF
INCONSISTENT PROVISIONS; PROVIDING FOR AN
EFFECTIVE DATE

WHEREAS, the City of Key West finds that that transparency,
fairness and integrity in the competitive solicitation process is best
served by limiting potential bidders, proposers or service providers
from communicating with City officials, employees or selection
committee members; and

WHEREAS, an amendment to add 'cone of silence' provisions to the
Code of Ordinances will promote the welfare of the citizens and
visitors of the City of Key West.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF KEY WEST, FLORIDA:

Section 1: That Section 2-773 of the Code of Ordinances is hereby added as follows*:

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,

*(Coding: Added language is underlined; deleted language is ~~struck through~~.)

or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

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

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

(b) Prohibited Communications.

A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

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

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

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

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

(c) Permitted Communications

Notwithstanding the foregoing, nothing contained herein shall prohibit:

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

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

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

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

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

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

(5) Contract discussions during any duly noticed public meeting;

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

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

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

(d) Procedure

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

(2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the

Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

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

(e) Violations/penalties and procedures.

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

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

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

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

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

Section 2: If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

Section 3: All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

Section 4: This Ordinance shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

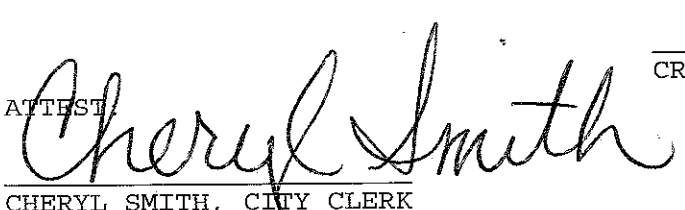
Read and passed on first reading at a regular meeting held this day of June 4, 2013.


Read and passed on final reading at a regular meeting held this day of June 18, 2013.

Authenticated by the presiding officer and Clerk of the Commission on 19 day of June, 2013.

Filed with the Clerk June 19, 2013.

ATTEST


CHERYL SMITH, CITY CLERK


CRAIG CATES, MAYOR

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 publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the

recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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

Sworn and subscribed before me this

_____ day of _____, 20____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

PART 2 - CONTRACT FORMS



Notice of Award

Date

Company

Attention:

Address

City, State, Zip

Project: **Key West City Hall at Glynn Archer, Phase 2 – New Construction & Major Renovation**

Dear:

At a meeting of the Key West City Commission held on _____, 20__, your firm, _____ was awarded the contract for **Key West City Hall at Glynn Archer, Phase 2 – New Construction & Major Renovation** for a total contract amount of \$_____.

Enclosed please find three (3) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office within ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents; an original and two copies are acceptable. Please provide Performance and Payment Bonds in an amount equal to 100% of the contract value. Builders Risk is also required as part of this contract. The attached Performance and Payment Bonds boiler plates may be used or the Contractor may submit their own equivalent bond forms.

A copy of your City of Key West Business Tax Receipt must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3943.

Sincerely,

Michael Vieux

Senior Construction Manager

SAMPLE CONTRACT

This Contract, made and entered into this _____ day of _____ 20__, by and between the **CITY**, hereinafter called the "Owner", and _____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the PROJECT: **Key West City Hall at Glynn Archer, Phase 2 – New Construction & Major Renovation**, to the extent of the PROPOSAL made by the Contractor, dated this _____ day of _____ 20__, all in full compliance with the Contract Documents referred to herein:

PROPOSAL REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of _____ are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the LUMP SUM PROPOSAL amount in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified in the Contract, and to accept as full payment hereunder the amounts as determined by the Contract Documents and based on the said Proposal.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and hold harmless the Owner from any costs encountered in remedying such defects.

The Proposer further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Proposal, in all respects, for this particular project, within four hundred ten (410) calendar days after the date of the Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of twenty-five hundred dollars (\$2,500) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this _____ day of _____ 20__.

Attest:

By:

Cheryl Smith, City Clerk

James P. Scholl, City Manager

Contractor: _____ Witness: _____

By: _____ Print Name: _____

Print Name: _____

Title: _____

—

PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05,

with offices at _____

hereinafter called the CONTRACTOR (Principal), and _

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto **CITY OF KEY WEST**, represented by its _____, hereinafter called the CITY (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 20____, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the plans, drawings, specifications, and conditions as prepared by the CITY, invitation to Proposal, instructions to Proposers, the CONTRACTOR'S Proposal as accepted by the above CITY, the Proposal and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of Proposals), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and
3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY _____

By: _____

(SEAL)

ATTEST

PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05,

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST, represented by its _____, hereinafter called the City (Obligee), in the sum of: _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for _____ attached hereto, with the CITY, dated _____, 20____, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if

any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to Proposal, instructions to Proposers, the CONTRACTOR'S Proposal as accepted by the CITY, the Proposal and contract and payment bonds, and all addenda, if any, issued prior to the opening of Proposals), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

—

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

NOTICE TO PROCEED

Date

Company

Attention:

Address

City, State, Zip

Project: **Key West City Hall at Glynn Archer, Phase 2 – New Construction & Major Renovation**

You are hereby notified to commence work on _____, 20__ in accordance with the Contract made with the City of Key West on the _____ day of _____ 20__. The work shall be completed within _____ days (____) from the above date.

Sincerely,

Michael Vieux

Senior Construction Manager

Receipt of this NOTICE TO PROCEED is hereby acknowledged this, the _____ day of _____, 20__.

CONTRACTOR: _____

By: _____

Title: _____ Date: _____

Please return one (1) copy of this notice to:

Michael Vieux, Senior Construction Manager

City of Key West-Engineering

3140 Flagler Ave

Key West, FL 33040

PART 3 - CONDITIONS OF PROPOSAL

CONDITIONS OF PROPOSAL
CITY OF KEY WEST

1. PREPARATION OF PROPOSALS:

Proposals will be prepared in accordance with the following:

- a. The enclosed Proposal Response Form is to be used, other forms may be rejected.
- b. All information required by the Proposal form shall be furnished. The PROPOSER shall print or type his/her name and manually sign the Proposal Response Form plus each continuation sheet on which an entry is made.
- c. Proposal delivery time must be shown and shall include Sundays and holidays.
- d. PROPOSER shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
- e. All Proposals shall be submitted in original plus one copy and 2 flash drives containing the complete Proposal in PDF format.
- f. PROPOSERS are advised that all CITY OF KEY WEST contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

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

3. SUBMISSION OF PROPOSALS:

- a. Proposals and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the PROPOSER, the date and hour of the Proposal opening and the Proposal number shall be placed on the outside of the envelope.
- b. Proposals must be submitted on the form furnished. Telecopy Proposals will not be considered.

- c. Unless otherwise indicated, all City of Key West Proposals may be awarded on a line-item basis.
- d. Proposal prices must remain in effect for ordering up to three (3) months from Proposal opening date.

4. REJECTION OF PROPOSALS:

- a. The CITY OF KEY WEST may reject Proposals: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its Proposal, (3) if the Proposer does not strictly conform to the law or is non-responsive to Proposal requirements, (4) if the Proposal is conditional, (5) if a change of circumstances occurs making the purpose of the Proposal unnecessary, (6) if such rejection is in the best interest of the CITY, or (7) if, in the opinion of the CITY, any or all of the submitted and/or verified qualifications fail to meet the standards set forth in these ITB documents, taken as a whole. The CITY may also waive any minor informalities or irregularities in any Proposal.

5. WITHDRAWAL OF PROPOSALS:

- a. Proposals may not be withdrawn after the time set for the Proposal opening for a period of time as specified in the Instruction to PROPOSERS.
- b. Proposals may be withdrawn prior to the time set for Proposals opening. Such request must be in writing addressed to the City Clerk.

6. LATE PROPOSALS OR MODIFICATION:

- a. Proposals and modifications received after the time set for the Proposal opening will not be considered.
- b. Modifications in writing received prior to the time set for the Proposal opening will be accepted.

7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

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

8. COLLUSION:

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

9. VARIANCE IN CONDITIONS:

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

10. APPROPRIATIONS CLAUSE:

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

11. CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS:

- a. If any person contemplating submitting a Proposal for this contract is in doubt as to the true meaning of the specifications or other Proposal documents or any part thereof, he/she may submit to the Finance Director on or before ten calendar (10) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be

responsible for prompt delivery. Any interpretation of the Proposal, if made, will be made only by Addendum duly issued. Such addendum will be made available through the DEMANDSTAR web site. The City will not be responsible for any other explanation or interpretation of the proposed Proposal made or given prior to the award of the contract.

12. DISCOUNTS:

- a. PROPOSERS may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for Proposal evaluation proposed. PROPOSERS are encouraged to reflect cash discounts in the unit price quoted.
- b. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. AWARD OF CONTRACT:

- a. The contract will be awarded to the lowest responsive and responsible PROPOSER whose Base Proposal, conforming to the Request for Proposal, is most advantageous to the City, prices and other factors considered.
- b. The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the PROPOSER qualifies his/her Proposal by specified limitations as provided in 4 (4).
- c. If two (2) or more Proposals received are for the same total amount or unit price, quality and service being equal, the contract will be awarded according to City Ordinance Section 2-835(c).
- d. Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Proposal.
- e. A written award of acceptance (Purchase Order) and a signed contract, mailed or otherwise furnished to the successful PROPOSER shall result in a binding contract without further action by either party.

14. LOCAL PREFERENCE:

- a. Pursuant to City Code Section 2-798 the City of Key West policy of local preference is applied to Proposals submitted by qualified local businesses.

15. DAMAGE:

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

16. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSE:

- a. Should there be travel and/or reimbursable out of pocket expenses relevant to this contract, Florida Statute 112.061 (Per Diem and travel expenses of public officers, employees, and authorized persons) will be followed. (Not applicable to Lump Sum Proposals)

17. SURETY AND INSURER QUALIFICATIONS

All 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/her 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.