



REQUEST FOR QUOTE

Port and Marine Services

201 William Street
Key West, FL 33040

January 26, 2016

Port and Marine Services is requesting quotes for **Construction Services Contract** for general maintenance and repairs of buildings located at the Key West Historic Seaport.

MOB/DEMOB	percent of work	<u>10.00</u> %
SUPERINTENANT	per hour	\$ <u>80.00</u>
FORMAN	per hour	\$ <u>75.00</u>
LABORER	per hour	\$ <u>48.00</u>
CLERICAL	per hour	\$ <u>35.00</u>
ELECTRICIAN	per hour	\$ <u>77.00</u>
PLUMBER	per hour	\$ <u>155.00</u>
HVAC/MECHANICAL	per hour	\$ <u>74.00</u>
ROOFER	per hour	\$ <u>85.00</u>
CARPENTER	per hour	\$ <u>60.00</u>
MASON	per hour	\$ <u>60.00</u>
MATERIALS AT INVOICE	plus	<u>10.0</u> %
APPROVED SUBCONTRACTOR AT INVOICE	plus	<u>8.0</u> %
PERMITS		AT COST

This Contract is an indefinite quantities contract for needed maintenance and repairs. The projects contemplated consist of general maintenance and repairs for buildings located at the Key West Historic Seaport for a contract duration of one year. The Key West Historic Seaport will establish the locations and scope of work, as maintenance and repair work becomes necessary. Task Orders will identify the scope of each specific project. Payment will be based on the above unit prices and the bidder agrees that the unit prices are a true measure of the labor costs, including all allowances for overhead and profit.

Please fax or email quotes to Karen Olson by Friday, February 5, 2016, 4:00 P.M. at 305-293-6438 or kolson@cityofkeywest-fl.gov.

For information concerning the proposed work please contact Karen Olson, Deputy Port and Marine Services Director by email at kolson@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

Bidder shall complete and submit the following forms with his bid:

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence Affidavit
6. Local Vender Certification
7. All Required Insurance Forms

BIDDER'S INFORMATION

Company Name: Douglas N. Higgins, Inc.
Address: 5707 College Rd
Key West, FL 33040
Contact Name: Paul R. Waters
Email: paulw@dnhiggins.com
Telephone: (305) 797-1019
Fax: (305) 292-7717

Signature: Kelly A. Wilkie Date: 2/5/16

SURETY

Hartford Accident & Indemnity whose address is
690 Asylum, Hartford, CT, 06115
Street City State Zip
888-266-3488 Paul Ullom
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Douglas N. Higgins, Inc.
_____ doing business
at
3390 Travis Pointe Rd., Ste A Ann Arbor MI 48108
Street City State Zip
danh@dnhiggins.com
email address

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

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

Name	Title
<u>Douglas N. Higgins</u>	<u>President</u>
<u>Daniel N. Higgins</u>	<u>Vice-President</u>
<u>Kelly A. Wilkie</u>	<u>Vice-President</u>
_____	_____

If Sole Proprietor or Partnership

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

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and
its seal affixed by its duly authorized officers this 5th day of February 2016.



Douglas N. Higgins, Inc.

Name of Corporation

By

Kelly A. Wick

Title Vice President

Attest

Sandra Garrison

Secretary

Insurance Requirements:

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

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

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

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

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

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

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include

copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

Additional Information:

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

The successful Bidder 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 Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- A valid Business Tax Receipt issued by the City of Key West.

The CITY OF KEY WEST may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its Bid, (3) if the bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary or (6) if such rejection is in the best interest of the CITY OF KEY WEST. The CITY OF KEY WEST may also waive any minor informalities or irregularities in any bid.

All bidders are required to submit the following:

- Anti-Kickback Affidavit
- Public Entity Crimes Form
- City of Key West Indemnification Form
- Equal Benefits for Domestic Partners Affidavit
- Cone of Silence Affidavit
- Local Vender Certification
- All Required Insurance Forms

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

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

1. This sworn statement is submitted with Bid or Proposal for Port and Marine
Services, 201 William St. Key West, FL 33040

2. This sworn statement is submitted by Douglas N. Higgins Inc.
(name of entity submitting sworn statement)

whose business address is 3390 Travis Pointe Rd, Suite A
Ann Arbor, Mi 48108

and (if applicable) its Federal Employer Identification Number (FEIN) is 38-1807765

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

3. My name is Kelly A. Wilkie
(please print name of individual signing)

and my relationship to the entity named above is Vice-President,

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

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

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

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

Kelly A. Wilkie
(signature)
2-5-16
(date)

STATE OF Michigan
COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Kelly A. Wilkie who, after first being sworn by me, affixed his/her
(name of individual signing)
signature in the space provided above on this 5th day of February, 2016.

My commission expires: 1-10-2020

Sandra K Garrison
NOTARY PUBLIC

SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020



ANTI - KICKBACK AFFIDAVIT

STATE OF Michigan)
COUNTY OF Washtenaw : SS
)

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

By: Kelly A. Wilkie

Sworn and subscribed before me this 5th day of February,
2016

Sandra K Garrison

NOTARY PUBLIC, State of Michigan at Large

My Commission Expires: 1-10-2020

SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020



INDEMNIFICATION

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

The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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

CONTRACTOR: Douglas N. Higgins, Inc.

SEAL:

3390 Travis Pointe Rd., Ste A, Ann Arbor, MI 48108

Address

Signature

Kelly A. Wilkie

Kelly A. Wilkie

Print Name

Vice President

Title

DATE:

2-5-16



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Michigan)

: SS

COUNTY OF Washtenaw)

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

Douglas N. Higgins, Inc.

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

By: Hellya. Wiker

Sworn and subscribed before me this 5th day of February 2016.

Sandra K Garrison

NOTARY PUBLIC, State of ^{Michigan} ~~Florida~~ at Large

My Commission Expires: 1-10-2020

SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Michigan)

: SS

COUNTY OF Washtenaw)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Douglas N. Higgins, Inc.
have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: Kelly A. Wilkie

Sworn and subscribed before me this
5th day of February, 2016.

Sandra K Garrison

NOTARY PUBLIC, State of Michigan at Large

My Commission Expires: 1-10-2020

SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020

* * * * *



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

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

- A. 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. b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- Not a local vendor pursuant to Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

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

Business Name

Phone:

Current Local Address:

Fax:

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

Length of time at this address

Kelly A. Wilkie
Signature of Authorized Representative

2-5-16

Date

STATE OF Michigan
COUNTY OF Washtenaw

The foregoing instrument was acknowledged before me this 5th day of February, 2016.
By Kelly A. Wilkie, Vice-President, of Douglas N. Higgins, Inc.
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Sandra K. Garrison

Signature of Notary

Sandra K. Garrison
Print, Type or Stamp Name of Notary

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

SANDRA K GARRISON Title or Rank
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020

