

**BID FORM**

Project Title: **PURCHASE OF FLOATING DOCKS**

Project No.: **ITB #17-016**

1. <u>(1ea) 40' x 8' FLOATING DOCK</u>	LS	\$ <u>10,795.00</u>
2. <u>(1ea) 35' x 8' FLOATING DOCK</u>	LS	\$ <u>9532.00</u>
3. <u>(2ea) 15' x 4' ALUMINUM GANGWAY</u>	LS	\$ <u>4386.00</u>
4. <u>SIGNED AND SEALED SHOP DRAWINGS</u>	LS	\$ <u>1,000.00</u>

**TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:**

Total of lump sum items 1 - 4

\$ 25,713.00

TWENTY FIVE THOUSAND SEVEN HUNDRED THIRTEEN Dollars & \_\_\_\_\_ Cents  
(amount written in words)

PRICE FOB KEY WEST, FLORIDA 33040

PAYMENT TERMS: 45 days after delivery

**Bidders will guarantee their Bid price(s) for up to 120 calendar days after Bid opening.**

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

**CERTIFICATES OF INSURANCE**

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

**ADDENDA**

The Bidder hereby acknowledges that he has received Addenda No's. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

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

Company Name: RAVENS MARINE, INC.

Contact Name & Telephone #: MATT HILL 407-935-9799

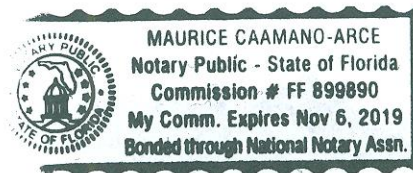
Email Address: MAT@RAVENSMARINE.COM Signature: Matt Hill

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )

: SS

COUNTY OF OSCEOLA



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: [Signature]

Sworn and subscribed before me this 3 day of MARCH 2017

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

\* \* \* \* \*

**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 KEY WEST HISTORIC  
SEAPORT ITB # 17-016

2. This sworn statement is submitted by RAVENS MARINE  
(name of entity submitting sworn statement)

whose business address is 3295 ORANGE AVE  
KISSIMMEE FL, 34744

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3029499

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

3. My name is Matt Hill  
(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 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 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.)

Matthew Hill  
(signature)

3-3-17  
(date)

STATE OF Florida

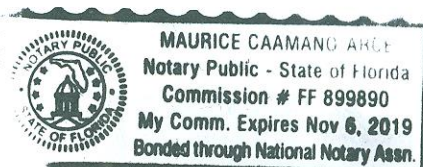
COUNTY OF OSCEOLA

Matthew Hill PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
(name of individual signing) Who, after first being sworn by me, affixed his/her

signature in the space provided above on this 3 day of MARCH, 2017

My commission expires:

Maurice Caamang Arce  
NOTARY PUBLIC



## CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, 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, caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by VENDOR for Professional Acts. VENDOR hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of VENDOR's negligent acts, errors or omissions or intentional acts in the performance of VENDOR's services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and VENDOR, they shall be borne by each party in proportion to its negligence.

VENDOR:

RAVENS MARINE, INC.

SEAL:

3295 ORANGE AVE. KISS FL 34744

Address

Signature

Print Name

Title

DATE:

3-3-17

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida )

: SS

COUNTY OF OSCEOLA

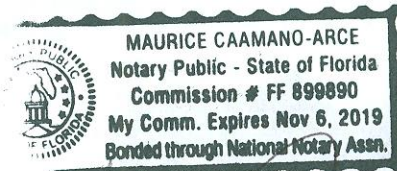
I, the undersigned hereby duly sworn, depose and say that the firm of RAVENS MARINE

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: Matt Hill

Sworn and subscribed before me this 3 day of March 20 17

NOTARY PUBLIC, State of Florida at Large



My Commission Expires:

M. Caamano-Arce

\* \* \* \* \*



CONE OF SILENCE AFFIDAVIT

STATE OF Florida )

: SS

COUNTY OF OSCEOLA )

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

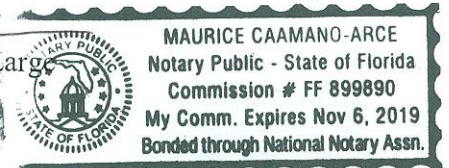
By: Mat Hill

Sworn and subscribed before me this

3 day of March 20 17

NOTARY PUBLIC, State of Ma

at Large



My Commission Expires: \_\_\_\_\_

\* \* \* \* \*

**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. 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 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.

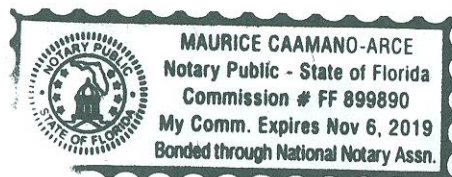
Business Name RAVENS MARINE Phone: 407-935-9729  
Current Local Address: 3295 ORANGE AVE Fax: 407-935-9436  
(P.O. Box numbers may not be used to establish status) KISSIMMEE FL 34744  
Length of time at this address 20 YEARS  
[Signature] 3-3-17  
Signature of Authorized Representative Date  
STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 3 day of MARCH, 2017  
By Matthew, of RAVENS MARINE  
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)  
or has produced FL DL as identification  
(type of identification)

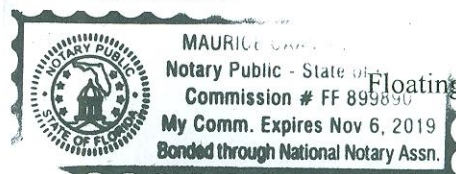
[Signature]  
Signature of Notary  
MAURICE CAAMANO  
Print, Type or Stamp Name of Notary

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

Title or Rank



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Floating docks