

BID FORM

Project Title: **PORTABLE SHOWER UNIT PURCHASE
KEY WEST HISTORIC SEAPORT**

Project No.: ITB #18-022

UNIT PRICE BID

BID UNIT PRICE B/L
 Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

1. Portable 3-stall shower/ combination unit

1 LS \$ 27,740

2. Delivery and Set-Up Fee

1 LS \$ 2,370

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of line items 1 - 2	\$ 30,110
---------------------------	-----------

Thirty thousand, one hundred & ten Dollars & no Cents
(amount written in words)

PAYMENT TERMS: 30 days after delivery

DELIVERY DATE 5/25/18 DAYS ARO

NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

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BIDDER REPRESENTATION

The undersigned, hereinafter called the Bidder, 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 Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

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

Company Name: AMS Global Inc.

Address: 107 Mitchell Lane

De Queen AR. 71832

Contact Name: Clint Nelson

Email: clint@amsglobal.us

Telephone: (903) 667-2514

Fax: NA

Signature: Clint Nelson Date: 3/26/18

BIDDER REPRESENTATION

The undersigned, hereinafter called the Bidder, 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 Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

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Address: 107 Mitchell Lane

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Contact Name: Clint Nelson

Email: clint@amsglobal.us

Telephone: (903) 667-2514

Fax: NA

Signature: Clint Nelson Date: 3/26/18

SURETY

AMS Global Inc. _____ whose address is
107 Mitchell Lane _____, De Queen _____, AR _____, 71832
Street City State Zip
(903) 667-2514 _____ Clint Nelson
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is AMS Global Inc _____
_____ doing business
at
107 Mitchell Lane _____, De Queen _____, AR _____, 71832
Street City State Zip
clint@amsglobal.us _____
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
Tim Blevins	CEO
Clint Nelson	Vice-President

SURETY

AMS Global Inc. _____ whose address is
107 Mitchell Lane _____, De Queen _____, AR _____, 71832
Street City State Zip
(903) 667-2514 _____ Clint Nelson
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is AMS Global Inc _____
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107 Mitchell Lane _____, De Queen _____, AR _____, 71832
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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
Tim Blevins	CEO
Clint Nelson	Vice-President

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 26th day of March 2018.

Signature of Bidder

Vice President

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 26th day of March 2018.

(SEAL)

AMS Global Inc.

Name of Corporation

By Clint Nelson

Title Vice President

Attest

Secretary

[Signature]

Sworn and subscribed before me this 26th day of March 2018.

NOTARY PUBLIC, State of Delis, at Large

My Commission Expires: May 1, 2021

[Signature]
8



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

I, the undersigned hereby 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 Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

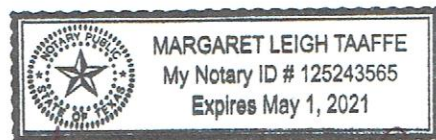
By: Clint Dehn

Sworn and subscribed before me this

26th day of March, 2018.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: May 1 2021



Mgt Leigh Taafe

ANTI-KICKBACK AFFIDAVIT

STATE OF Arkansas)

: SS

COUNTY OF Sevier)

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: _____

Clint Neh

Sworn and subscribed before me this

26th

day of

March

2018



Margaret Leigh Taafe

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

May 1, 2021

* * * * *

**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 ITB #18-022

2. This sworn statement is submitted by AMS Global Inc.
(name of entity submitting sworn statement)
whose business address is 107 Mitchell Lane, De Queen AR. 71832

and (if applicable) its Federal Employer Identification Number (FEIN) is 208495832

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)
3. My name is Clint Nelson
(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
 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).

X 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.)

Clint Nelson
(signature)
3/26/18
(date)

STATE OF Arkansas

COUNTY OF Sevier

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Clint Nelson who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 26th day of March, 2018

My commission expires: May 1 2021 Margaret Leigh Taafe
NOTARY PUBLIC



* * * * *

CITY OF KEY WEST INDEMNIFICATION FORM

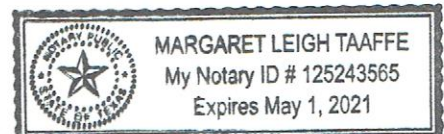
To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and 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: AMS Global Inc. SEAL:
107 Mitchell Lane, De Queen AR 71832
Address *Clint Nelson*
Signature Clint Nelson
Print Name Vice President
Title
DATE: 3/26/18

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: May 1, 2021



* * * * *

Margaret Leigh Taafe

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Arkansas)

: SS

COUNTY OF Sevier)

I, the undersigned hereby duly sworn, depose and say that the firm of AMS Global 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.

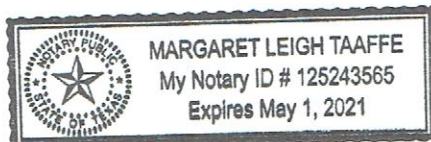
By: Clint Neln

Sworn and subscribed before me this 26th day of March 20 18.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

May 1, 2021



Margt Leigh Taafe

* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Arkansas)

: SS

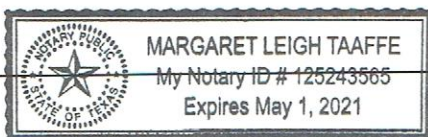
COUNTY OF Sevier)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of AMS Global 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: Clint Nuh

Sworn and subscribed before me this

26th day of March 2018.



NOTARY PUBLIC, State of _____ at Large

My Commission Expires: May 2021 May 1 2021

* * * * *

BIDDER'S CHECKLIST

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

1. All Bid Documents thoroughly read and understood ☒
2. All blank spaces in Bid filled in black ink. ☒
3. Total and unit Prices added correctly. ☒
4. Addenda acknowledged. ☒
5. Bid signed by authorized officer. ☒
6. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting the proposed purchase. ☒
7. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award. ☒
8. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives. ☒
9. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☒
10. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification Equal Benefits for Domestic Partners Affidavit; Cone of Silence, Non-Collusion Affidavit and Proof of Insurance ☒
11. Equipment Cut Sheets; Warranty Information ☒
12. Read and Understand the City of Key West Purchase Order Terms & Conditions ☒

CITY OF KEY WEST PURCHASE ORDER TERMS AND CONDITIONS

1. **AGREEMENT:** Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Key West, Florida, (hereinafter referred to as the "City" or "Buyer").
2. **TIME IS OF THE ESSENCE:** Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.
3. **WARRANTY:** With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.
4. **MODIFICATIONS:** Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.
5. **WAIVER:** The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.
6. **CITY OPTIONS:** City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.
7. **INDEMNIFICATION:** Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

ADDENDUM NO. 1

**PORTABLE SHOWER UNIT PURCHASE
KEY WEST HISTORIC SEAPORT
ITB #18-022**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby added in accordance with the following items:

QUESTIONS

1. Are you wanting an ADA compliant room on this unit?

No, ADA accommodations will be made at an adjacent facility

2. Would it be acceptable to use aluminum subfloor versus a marine grade wood subfloor?

The minimum required standard specifications are listed in the Scope of Services

CLARIFICATIONS

1. Installation to include placement, leveling and stabilization of unit.
2. Unit must be fully operational, including full propane tanks.
3. Seaport staff will make final hard-pipe utility connections.

All other elements of the Contract and Bid documents, including bid date, shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Clint Nelson
Signature

AMS Global Inc.
Name of Business

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. VENDOR 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 VENDOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the VENDOR who is performing any labor, services, or material under the Contract. Further, VENDOR 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

VENDORS'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 02 24, or its equivalent.

VENDOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA.

SURETY AND INSURER QUALIFICATIONS

All insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

11. ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, _____, _____, 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.

* * * * *





ALPHA Mobile Solutions

(877) 789-1213

www.alphamobilesolutions.com

ALPHA III COMBO Standard Features

32" X 32" Shower pan
Self closing faucets (Sink & Shower)
Shampoo & soap dispensers
Stainless steel corner sink w/ solid surface counter top
Double toilet paper holder
Shatterproof mirrors
Ceramic China pedal flush toilet
Paper towel dispensers
Waste basket
Smooth durable white fiberglass walls
1 Piece non skid rubber flooring
1 Piece ceiling with built in air supply and air return
Tank-less On Demand gas water heater
(2) 30lb. L.P. tanks on front
Automatic door closers
Occupancy lighting
1 Piece aluminum roof
12 Volt LED lighting
Screw-less exterior perfect for your business graphics
Porch lights at all entry doors
Fold down aluminum steps and platforms with railings
3" quick connect waste tank access valve
LED Waste tank indicator
3/8" HDPE extrusion welded tanks
1" wash out plug
Fresh water hook up
30 amp marine-style power cord
Roof mounted Air Conditioner w/ heat strip ducted ea restroom
Insulated walls and ceiling
Wall mounted climate control box in mechanical room
Double 6" steel tubing frame
Z Tech weather proof coating underneath
GFI Outlet ea room
Marine grade keypad lockset w/leveler handle
Marine grade sub floor covered with coin rubber one piece non slip flooring

Box Width 72"
Overall Length 98"
Box Length 192-1/2"
Overall Length 240-1/2"
Interior Height 81-1/4"
Overall Height 122-3/4" w/ AC
Curb Weight 4828 lbs.
Tongue Weight 850 lbs.
Platform Height 28"
Fresh Tank Capacity 125 gal.
Holding Tank Capacity 300 gal.

