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**PART 1**

**BIDDING REQUIREMENTS**

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## INVITATION TO BID

Sealed bids for the City of Key West ITB# 19-024 KEY WEST AMPHITHEATER FENCING, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on Wednesday, SEPTEMBER 4, 2019, and then publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “ITB# 19-024 KEY WEST AMPHITHEATER FENCING IS43031901” addressed and delivered to the City Clerk at the address noted above.**

The proposed project consists of providing all site work, materials, equipment, and labor necessary to construct approximately 382 linear feet of aluminum fencing, two 8-foot gates, two 16-foot gates, and two 24-foot gates at Truman Waterfront Park Amphitheater

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

A pre-bid meeting will be held on August 14<sup>th</sup>, 2019, at 11:00 AM in the City Manager’s Conference room, 2<sup>nd</sup> floor, Key West City Hall, 1300 White Street, Key West, Florida

**EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS. PAYABLE TO THE CITY OF KEY WEST, FLORIDA. IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.**

**THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.**

The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West Business Tax License Receipt
- B. A valid Certified General Contractors License issued by the State of Florida.

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

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

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

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the CITY Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The CITY may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CITY. The CITY may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the CITY.

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

#### B. 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 Bidder should request of the ENGINEER, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand star. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

### 2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

### 3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes to bid and perform the work specified herein.

### 4. BIDDER'S UNDERSTANDING

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

The CITY will make available to prospective Bidders upon request and at the office of the ENGINEER, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal,

state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. LUMP SUM

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

**Provided in Part 4 of these documents is a pre-itemized Schedule of Values broken down by trade and type of work, Bidders are to provide the cost of all LABOR & MATERIALS for use as a basis for payment.**

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Bidder is interested in more than one Bid for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to

opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in general construction projects and related work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. ENGINEER.
7. Name of ENGINEER's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

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

Anti-Kickback Affidavit  
Public Entity Crimes Form  
Indemnification Form  
Local Vendors Form (if applicable)  
Domestic Partnership Affidavit  
Cone of Silence Affidavit  
Non-Collusion Affidavit  
Bidders' Checklist

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state

sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of BIDS, any BID submitted may be withdrawn by notice to the party receiving BIDS at the place designated for receipt of BIDS. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities

will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within one hundred & twenty (120) days after the opening of Bids.

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

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

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

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within **120** calendar days as stipulated in this Bid.



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

**PROPOSAL FORM**

To: The City of Key West  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: KEY WEST AMPHITHEATER  
FENCING 19-024

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

Company Name: U.S. FENCE & GATE, Inc.  
Contact Name & Telephone #: DAVID HUDS, PRESIDENT 337-433-5000  
Email Address: usfence1@gmail.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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



**PROPOSAL FORM**

1.) **KEY WEST AMPHITHEATER FENCING LUMP SUM BASE BID:**  
(Includes all permitting, demolition, disposal, fixtures, equipment, material & labor)

LUMP SUM \$ 89,737.<sup>00</sup>

EIGHTY NINE THOUSAND SEVEN HUNDRED SEVEN Dollars & 00/100 Cents  
(amount written in words)

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

**Provided in Part 4 of these documents is a pre-itemized Schedule of Values broken down by trade and type of work, Bidders are to provide the cost of all LABOR & MATERIALS for use as a basis for payment.**

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

U.S. FENCE: LATE, Loc. TO SELF PERFORM 100% OF CONTRACT AMOUNT

S.O.V.	MATERIALS	- \$ 48,600. <sup>00</sup>
	LABOR	+ 30,000. <sup>00</sup>
	HOUSE: MOBILIZATION	+ 6,000. <sup>00</sup>
	EQUIPMENT	+ 5,137
		<u>+ 89,737.<sup>00</sup></u>

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work if the Bidder is awarded the Contract:

N/A  
Name \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_  
\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Street  
Zip \_\_\_\_\_

N/A  
Name \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

        
Name \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Street  
Zip \_\_\_\_\_

SURETY

WESTERN SURETY COMPANY whose address is  
101 S. REID ST. SIoux FALLS SD 57103  
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

U.S. FENCE & GATE, INC. doing business at  
222 BUNKER RD. LAKE CHARLES LA. 70615  
Street City State Zip

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:

DAVID HINDS, PRESIDENT / 100% SHARE HOLDER  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this    day of    2019.

W/A  
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 10<sup>TH</sup> day of SEPTEMBER 2019.

(SEAL)

U.S. FENCE & GATE, INC.  
Name of Corporation

By [Signature]  
DAVID HINDS,  
Title PRESIDENT  
Attest [Signature]  
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

(List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers. Use additional sheets if necessary.)

- 1.) KEYS ENERGY SERVICES, KEYS BID #16-17 \$42,137.<sup>00</sup> WALTER CASHWELL  
305-393-9952
- 2.) KEYS ENERGY SERVICES, KEYS BID #06-18 \$217,137.<sup>00</sup> WALTER CASHWELL  
305-393-9952
- 3.) LAKE CHARLES REGIONAL AIRPORT, TERMINAL AREA FENCING IMPROVEMENTS  
IRON FENCING : GATES, LCH-2016-86 \$299,306.<sup>00</sup> WALT JESSEN  
337-433-0561
- 4.) BOBSIKES AIRPORT, AIRPORT SECURITY FENCING - OKALOOSA COUNTY, FLORIDA  
\$352,937.<sup>00</sup> CHAD ROGERS 850-612-6862
- 5.) JEFFERSON DAVIS PARISH POLICE JURY, REGIONAL CONSOLIDATED JAIL  
IRON : SECURITY FENCING \$268,058 JOHNNY TAYLOR 318-346-6657



FLORIDA BID BOND

BOND NO. \_\_\_\_\_

AMOUNT: \$ 5%

KNOW ALL MEN BY THESE PRESENTS, that U.S. Fence & Gate, Inc.

P O Box 1926, Lake Charles, LA 70602

hereinafter called the PRINCIPAL, and Western Surety Company

\_\_\_\_\_ a corporation duly organized under the laws of the State of South Dakota

having its principal place of business at 101 South Phillips Ave., P O Box 5077; Sioux Falls

\_\_\_\_\_ in the State of South Dakota

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

City of Key West

hereinafter called the OBLIGEE, in the sum of Five percent of amount bid  
DOLLARS (\$ ---5%--- ) for the payment for which we bind ourselves,  
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for  
ITB # 19-024 / KEY WEST AMPHITHEATER FENCING / IS43031901 said  
Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kathryn W Peters, Douglas N McElveen, Chris Baker, Benjamin Dennis Stine, Individually**

of Lake Charles, LA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of December, 2018.



WESTERN SURETY COMPANY

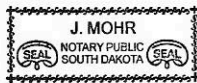
*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 18th day of December, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of September, 2019.



WESTERN SURETY COMPANY

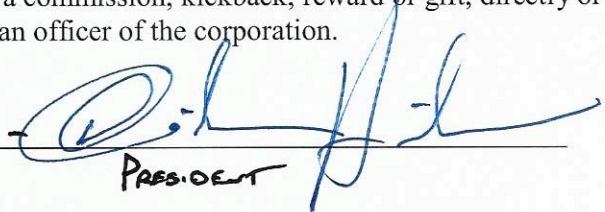
*L. Nelson*

L. Nelson, Assistant Secretary

**ANTI- KICKBACK AFFIDAVIT**

STATE OF TEXAS )  
 : SS  
COUNTY OF ORANGE )

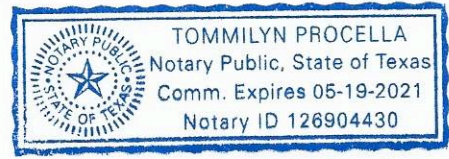
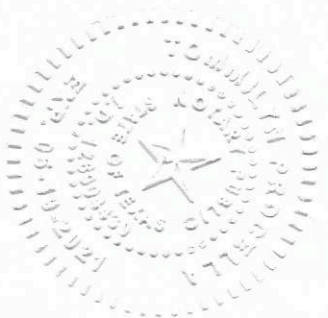
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: U.S. FENCE & GATE, LLC   
PRESIDENT

Sworn and subscribed before me this 10<sup>TH</sup> day of SEPTEMBER, 2019.

NOTARY PUBLIC, State of Texas at Large

My Commission Expires: 5/19/21



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 Bid for KEY WEST  
AMPHITHEATER FENCING 19-024

2. This sworn statement is submitted by U.S. FENCE & GATE, INC.  
(Name of entity submitting sworn statement)

whose business address is 222 BUNKER RD.  
LAKE CHARLES, LA. 70615

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
72-1310900

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

3. My name is DAVID HANDS  
(Please print name of individual signing)

and my relationship to the entity named above is 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

a. A predecessor or successor of a person convicted of a public entity crime; or

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

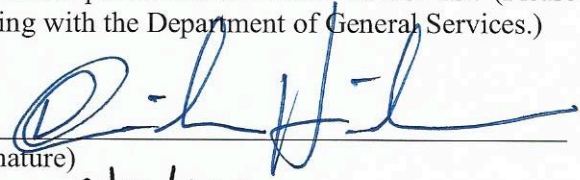
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July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

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

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

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

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

  
 \_\_\_\_\_  
 (Signature)

9/10/2019  
 \_\_\_\_\_  
 (Date)

STATE OF TEXAS

COUNTY OF ORANGE

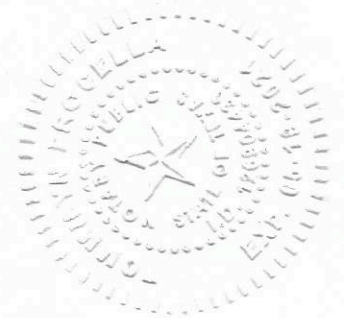
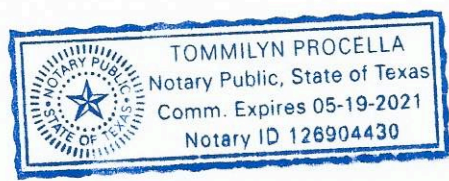
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

David Hinds who, after first being sworn by me, affixed his/her  
(Name of individual signing)

Signature in the space provided above on this 10 day of September, 2019.

My commission expires: 5/19/21

Tommilyn Procella  
NOTARY PUBLIC



**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: U.S. FENCE & GATE, Inc. SEAL:

222 BUNKER RD. LAKE CHARLES, LA. 70605  
Address

  
Signature

DAVID Hnos  
Print Name

PRESIDENT  
Title

DATE: 9/10/2019





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

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for Bids.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name U.S. FEJCE : CASE, LLC. Phone: OUT OF STATE CONTRACTOR  
Current Local Address: N/A Fax: W/ LICENSE  
(P.O Box numbers may not be used to establish status)  
Length of time at this address: NOT LOCATED WITHIN 30 MILES OF CITY

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of Authorized Representative

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification \_\_\_\_\_ as identification  
(Type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

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

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF TEXAS )  
: SS  
COUNTY OF ORANGE )

I, the undersigned hereby duly sworn, depose and say that the firm of U.S. FENCE & GATE, LLC 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.

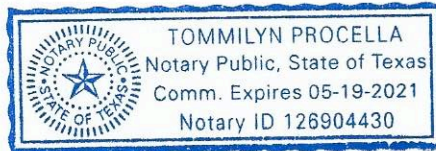
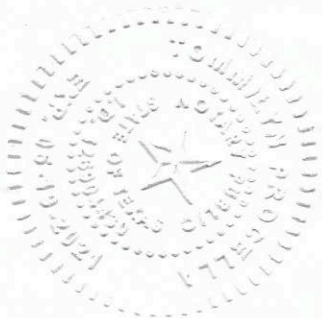
By: 

Sworn and subscribed before me this  
10<sup>th</sup> Day of September, 2019.

Tommilyn Procella

NOTARY PUBLIC, State of Texas at Large

My Commission Expires: 5/19/21



**CONE OF SILENCE AFFIDAVIT**

STATE OF TEXAS )  
 : SS  
COUNTY OF ORANGE )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of U.S. FENCE : CARE, Inc. 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.

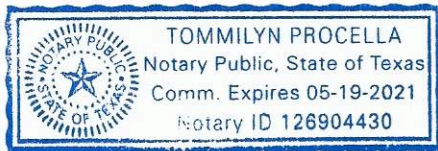
Sworn and subscribed before me this

10<sup>th</sup> Day of September, 2019.

Tommilyn Procella

NOTARY PUBLIC, State of Texas at Large

My Commission Expires: 5/19/21



**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA                    )  
  :  
SS COUNTY OF MONROE            )

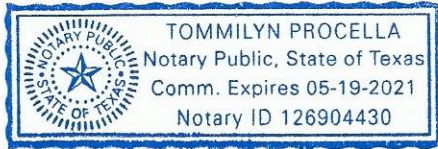
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection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

By 

Sworn and subscribed before me this  
10<sup>th</sup> day of September, 2019.

  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 5/19/21





THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1

***Key West Amphitheater Fencing ITB 19-024***

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid (TB) package is hereby amended as follows:

Attachments:

1. Revised plans which include approximately 86 LF of additional fencing.

There were no attendees at the non-mandatory August, 14 pre-bid meeting. As such, there are no attachments for meeting minutes or sign-in sheets.

Be advised that additional federal requirements for fencing construction intersecting Navy fencing may apply. Information regarding these requirements is pending Navy coordination and will be released in a subsequent addendum or meeting as it becomes available.

Final date to receive bids remains unchanged (September 4, 2019)

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

A handwritten signature in blue ink, appearing to be 'R. J. H.', written over a horizontal line.

Signature

A handwritten signature in blue ink that reads 'U.S. FENCE &amp; GATE, Inc.' written over a horizontal line.

Name of Business



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 2

***Key West Amphitheater Fencing ITB 19-024***

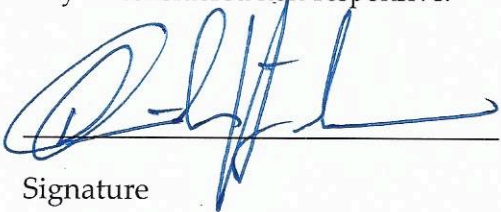
This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid (TB) package is hereby amended as follows:

Attachments:

1. Technical specifications missing from uploaded ITB package. Includes fencing specifications and irrigation specifications.

Final date to receive bids will be extended by one week, to 3:30 PM September 11, 2019.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
Signature

U.S. FENCE CASE, LLC.  
Name of Business

## 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 Contract Documents thoroughly read and understood. [ ✓ ]
2. All blank spaces in Bid filled in, using black ink. [ ✓ ]
3. Total and unit prices added correctly and attached Schedule of Values [ ✓ ]
4. Addenda acknowledged. [ ✓ ]
5. Subcontractors are named as indicated in the Bid. [ ✓ ]
6. Experience record included. [ ✓ ]
7. Bid signed by authorized officer. [ ✓ ]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [ ✓ ]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [ ✓ ]
10. Bidder, 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. [ ✓ ]
11. BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid. [ ✓ ]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [ ✓ ]

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name U.S. FENCE & GATE, INC. CtlNbr:0022021  
Location Addr 222 BUNKER RD  
Lic NBR/Class 19-00027154 SPEC CONTRACTOR - FENCING  
Issue Date: July 24, 2018 Expiration Date: September 30, 2019  
License Fee \$103.00  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$103.00

Comments:

This document must be prominently displayed.

U.S. FENCE & GATE, INC.  
222 BUNKER RD

LAKE CHARLES LA 70615

U.S. FENCE & GATE, INC.

Oper: KEYWAFB Type: OC Drawer: 1  
Date: 7/24/18 62 Receipt no: 19732  
2019 27154

OR LIC OCCUPATIONAL RENEWAL  
1.00 \$103.00

Trans number: 3131457  
CK CHECK 52459 \$103.00

Trans date: 7/24/18 Time: 16:42:47





# CITY OF KEY WEST, FLORIDA

## Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name HINDS DAVID CtlNbr:0023842  
Location Addr 222 BUNKER RD  
Lic NBR/Class 19-00029372 COMPETENCY CARD  
Issue Date: July 21, 2017 Expiration Date: September 30, 2019  
License Fee \$15.00  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$15.00  
Comments: **COMP CARD #3578**

HINDS DAVID  
222 BUNKER RD

LAKE CHARLES LA 70615

Oper: KEYWJAB Type: OC Drawer: 1  
Date: 7/21/17 65 Receipt no: 23304  
2019 29372  
CR LIC OCCUPATIONAL RENEWAL  
1.00 \$15.00  
Trans number: 3110326  
VM VISA/MASTERC \$138.00  
Trans date: 7/21/17 Time: 11:12:29

# *State of Florida*

## *Department of State*

I certify from the records of this office that U. S. FENCE & GATE, INC. is a Louisiana corporation authorized to transact business in the State of Florida, qualified on May 28, 2002.

The document number of this corporation is F02000002751.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 19, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Tenth day of September, 2019*



*Ronald R. DeSantis*  
**Secretary of State**

Tracking Number: 5826025571CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>