

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

BID FORM

To: The City of Key West

Address: 3140 Flagler Ave, Key West, Florida 33040

Project Title: Mole Pier Fender Replacements

City of Key West Project No.: OM1302 (ITB 13-023)

Bidder's contact for additional information on this Bid:

Company Name: Douglas N. Higgins, Inc.

Contact Name: Matt DeLuca

Telephone: (941) 465-8358

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.

The Bidder further agrees, as evidenced by signing the Bid, that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

CONTRACT EXECUTION AND BONDS

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.

**PURCHASE AND DELIVERY TO
NASKW - TRUMAN WATERFRONT**

Fenders

14' L x 6' Dia. Standard Density Foam Fender A2-1 4 ea. \$ 15,200 \$ 60,800 (1)

16' L x 6' Dia. Extra High Capacity (EHC) Foam Fender A2-3 5 ea. \$ 23,300 \$ 116,500 (2)

Jewelry

(One set per fender = 4 shackles plus two lengths of chain.)

Jewelry set 1 1/2" chain for 14-foot fenders. A2-1 & A2-2 6 set \$ 600 \$ 3,600 (3)

Jewelry set 1 3/4" chain for 16-foot EHC fenders. A2-3 5 set \$ 650 \$ 3,250 (4)

Pad Eyes

(One pair per fender, at six locations. Per Detail Attachment A1)

HDG Steel Fabricated Pad Eyes e/w SS threaded anchors. A1 12 ea. \$ 725 \$ 8,700 (5)

Stainless Steel Ladders

(316 SS custom fabricated ladders e/w mounting hardware.)

316 SS Ladder for 72" Vertical Concrete Wall A3-3.1 1 ea. \$ 2,650 \$ 2,650 (6)

316 SS Ladder for 60" Vertical Concrete Wall A3-3.2 1 ea. \$ 2,650 \$ 2,650 (7)

LOCATIONS (Refer to Drawings)

1	2	3	4	5	6	7	8	9	10	11	12	13
X	X			X	X							
							X	X	X	X	X	
X	X	X	X	X	X							
							X	X	X	X	X	
X	X	X	X	X	X							
												X
												X

**INSTALLATION OF THE FOLLOWING
AT NASKW ~ TRUMAN WATERFRONT**

Fenders - Installation only (excludes cost of delivered fender above)

14' L x 6' Dia. Standard Density Foam Fender (Use existing fender loc 3 & 4) A2-1 & A2-2 6 ea. \$ 390 \$ 2,340 (8)

16' L x 6' Dia. High Density Foam Fender A2-3 5 ea. \$ 390 \$ 1,950 (9)

Pad Eyes - Installation only (excludes cost of delivered pad eye above)

Install HDG Steel Fabricated Pad Eye.
(Includes epoxy embedment and all misc. mat'ls.)

Mobilization (for any or all installation items, to include mobilization, bonds, and insurance) A1 12 ea. \$ 320 \$ 3,840 (10)

Lump Sum 1 \$ 13,420 (11)

LOCATIONS (Refer to Drawings)

1	2	3	4	5	6	7	8	9	10	11	12	13
X	X	X	X	X	X							
							X	X	X	X	X	
X	X	X	X	X	X							

Total Bid: 219,700

Total Bid in Words (Basis of Award):

TWO HUNDRED NINETEEN THOUSAND SEVEN HUNDRED DOLLARS EVEN

SUBCONTRACTORS

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

N/A
Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Surety

Hartford Accident & Indemnity co. whose address is
5445 Corporate Drive Troy MI 48098
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is Douglas N. Higgins, Inc.

_____ doing business at

3390 Travis Pointe Rd. Suite A Ann Arbor MI 48108
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:

Douglas Higgins - President Sandra Gansism, Tammy Ludwig - secretary
Daniel Higgins, Brandy Bartolone & Kelly Wilkie - Vice - President
Kelly Wilkie - Treasurer

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 9th day of 20 October 2013.

(SEAL)

Douglas N. Higgins Inc.
Name of Corporation

By: Kelly A. Wilkie

Title: Vice-President

Attest: Sandra K. Morrison
Secretary

END OF SECTION

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: Kellya Wilkie
Vice-President

Sworn and subscribed before me this
9th day of October, 2013

Sandra K. Harrison
NOTARY PUBLIC, State of ~~Florida~~ Michigan
at Large

My Commission Expires: 1-10-2014

END OF SECTION

**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 City of Key West Mole Pier

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 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.)

Kelly A. Wilkie
(signature)
October 9, 2013
(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 9th of October, 2013.

My commission expires: 1-10-2014

Sandra K. Harrison
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

The Contractor shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: Douglas N. Higgins, Inc. SEAL:

3390 TRAVIS POINT RD. SUITE A
Ann Arbor, MI 48108
Address

Kelly A. Wilkie
Signature

Kelly A. Wilkie
Print Name

Vice-President
Title

DATE: October 9, 2013

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

ITEM/SEGMENT NO.: 13-023
F.A.P. NO.:
PARCEL NO.:
COUNTY OF:
BID LETTING OF: October 9, 2013

I, Kelly A. Wilkie, hereby
declare that I am Vice-President ^(NAME) of Douglas N. Higgins, Inc.,
Of Ann Arbor, Michigan ^(TITLE) ^(FIRM)
^(CITY AND STATE)

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

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a),

SEPTEMBER 16, 2013

NON-COLLUSION DECLARATION
AND COMPLIANCE WITH 49 CFR §29

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Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

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

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

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

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

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

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

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

EXCEPTIONS:

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

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

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

CONTRACTOR: Douglas N. Higgins, Inc. (Seal)

BY: Kelly A. Wilkie Vice-President
NAME AND TITLE PRINTED

WITNESS: David M. Jordan

BY: Kelly A. Wilkie
SIGNATURE

WITNESS: [Signature]

Executed on this 9th day of October, 2013

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

SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this Oct. 9 day of, 2013.
By Kelly A. Wilkie
Authorized Signature/Contractor
Vice-President - Kelly A. Wilkie
Typed Name/Title
Douglas N. Higgins, Inc.
Contractor's Firm Name
3390 Travis Pointe Rd. Suite A
Street Address
Suite A
Building, Suite Number
Ann Arbor MI 48108
City/State/Zip Code
(734) 996-9500
Area Code/Telephone Number

To:

City of Key West
3140 Flagler Ave.
Key West, FL 33040

RE: Equal Benefits Compliance Declaration
Reference: City of Key West Ordinance 2-799

Company: Douglas N. Higgins, Inc.
Address: 3390 Travis Pointe Rd.
Suite A
Ann Arbor, MI 48108
Phone: (734) 996-9500

Pursuant to City Ordinance Section 2-799, Requirements for City Contractors to Provide Equal Benefits for Domestic Partners, Douglas N. Higgins, Inc. makes the following declaration:

Douglas N. Higgins, Inc. makes all benefits available on an equal basis to its employees with spouses and its employees with domestic partners, and to the spouses and domestic partners of employees, in all locations where work on the contracts with the City of Key West is performed, except where Federal Law dictates otherwise. Benefits affected by such regulations include, but may not be limited to, family medical leave, Flexible Spending Accounts, and Health Savings Accounts. Further, the IRS dictates which of these benefits may be taxable.

Please contact Kelly Wilkie at (734) 996-9500 with any questions regarding this declaration.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct and that I am authorized to bind this entity contractually.

Kelly A. Wilkie
Signature of Authorized Person

10-9-2013
Date

Kelly A. Wilkie
Printed Name of Authorized Person

To:

City of Key West
3140 Flagler Ave.
Key West, FL 33040

RE: Cone of Silence Compliance Declaration
Reference: City of Key West Ordinance 2-773

Company: Douglas N. Higgins, Inc.
Address: 3390 Travis Pointe Rd.
Suite A
Ann Arbor, MI 48108
Phone: (734) 996-9500

Pursuant to City Ordinance Section 2-773, "Cone of Silence,"
Douglas N. Higgins, Inc. makes the following declaration:

Douglas N. Higgins, Inc. will abide by the above ordinance's requirements in full, and specifically will make no contact, verbal or written, with City Staff, the Mayor, Commissioners related to this solicitation except as specifically allowed by the ordinance.

Please contact Kelly Wilkie at (734) 996-9500 with any questions regarding this declaration.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct and that I am authorized to bind this entity contractually.

Kelly A. Wilkie
Signature of Authorized Person

10-9-2013
Date

Kelly A. Wilkie
Printed Name of Authorized Person



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE ROAD
SUITE A
ANN ARBOR MI 48108

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

License plate area containing seal, AC# 6307015, CGC060189, 08/27/12 118195796, CERTIFIED GENERAL CONTRACTOR HIGGINS DANIEL NORMAN DOUGLAS N HIGGINS INC, and IS CERTIFIED under the provisions of Ch.489 FS.

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC#6307015

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082701996

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 08/27/2012, 118195796, CGC060189

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE ROAD
SUITE A
ANN ARBOR MI 48108

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY