

RESOLUTION NO. 16-144

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF FLORIDA KEYS ELECTRIC, INC. IN RESPONSE TO INVITATION TO BID (ITB) #005-16 FOR KINGFISH AND WAHOO PIERS ELECTRICAL UPGRADES AT THE CITY MARINA AT GARRISON BIGHT IN THE TOTAL AMOUNT OF \$567,890.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on February 25, 2016, two responsive bids were opened in response to ITB #005-16, with the lowest bid submitted by Florida Keys Electric, Inc.; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the bid of Florida Keys Electric, Inc. in Response to ITB #005-16 is hereby awarded in the total amount of \$567,890.00 (\$542,890.00, plus an allowance of \$25,000.00 for permitting and utility coordination) for Kingfish and Wahoo Piers Electrical Upgrades.

Section 2: That funds for this project are budgeted in account 413-7551-575-6300.



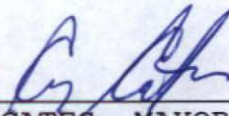
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3rd day of May, 2016.

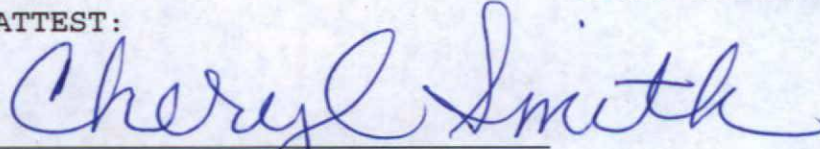
Authenticated by the Presiding Officer and Clerk of the Commission on 4th day of May, 2016.

Filed with the Clerk on May 4, 2016.

|                              |            |
|------------------------------|------------|
| Mayor Craig Cates            | <u>Yes</u> |
| Vice Mayor Clayton Lopez     | <u>Yes</u> |
| Commissioner Sam Kaufman     | <u>Yes</u> |
| Commissioner Richard Payne   | <u>Yes</u> |
| Commissioner Margaret Romero | <u>Yes</u> |
| Commissioner Billy Wardlow   | <u>Yes</u> |
| Commissioner Jimmy Weekley   | <u>Yes</u> |

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK



## CONTRACT

This Contract, made and entered into this 12th day of 2016, by and between the City of Key West, hereinafter called the "Owner", and Florida Keys Electric, Inc. hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB #005-16 WAHOO & KINGFISH PIERS ELECTRICAL UPGRADES GB1303, Key West, Florida to the extent of the Bid made by the Contractor, dated the 23<sup>rd</sup> day of February 2016, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS AND SCOPE OF WORK.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within one hundred and eighty (180) days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$750.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractor's warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

13<sup>th</sup> day of May, A.D., 2016.

**CITY OF KEY WEST**

Signature: J.K. Scholl

Printed: J. K. SCHOLL

Title: CITY MANAGER

**FLORIDA KEYS ELECTRIC, INC.**

Signature: Raymond Varquez

Printed: Raymond Varquez

Title: President

Approved as to Form [Signature]  
Attorney for Owner





THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

## EXECUTIVE SUMMARY

**TO:** Jim Scholl, City Manager

**FROM:** Doug Bradshaw, Director of Port and Marine Services

**CC:** Sarah Spurlock, Assistant City Manager  
Greg Veliz, Assistant City Manager

**DATE:** April 1, 2016

**SUBJECT:** Award of ITB #005-16 Wahoo and Kingfish Piers Electrical Upgrades

**ACTION STATEMENT:**

Resolution approving the award for Invitation to Bid (ITB) #005-16 - Wahoo & Kingfish Piers Electrical Upgrades to Florida Keys Electric, Inc. in the amount of \$542,890 plus allowances for permit and utility fees estimated at \$25,000 for a total not to exceed \$567,890.

**BACKGROUND:**

The electrical systems located on both Wahoo and Kingfish Pier at City Marina at Garrison Bight are in poor condition due to age and exposure to the marine environment. The systems are functioning but are near the end of their useful life. Wahoo and Kingfish Piers consist of a mixture of live-aboards (8), transient (39), and pleasure (52) boaters. This project consists of upgrades to the existing electrical system at both piers including, but not limited to, conduits, wiring, vaults, panels, housings, and power pedestals. The project also requires the contractor to prepare a complete set of design and permit drawings stamped by the Contractor's Designated Engineer of Record who must be a licensed professional engineer in the State of Florida. The design must meet all applicable building, electrical, and fire safety codes. Additionally the contractor must coordinate with Keys Energy as necessary to provide metered electrical service(s) to the proposed installation(s).

ITB #005-16 was advertised on January 11, 2016 seeking bids from qualified individuals or firms to complete upgrades to the existing electrical system at Wahoo & Kingfish Piers.

Two (2) responses were received on February 25, 2016:

1. Florida Keys Electric, Inc. - \$617,890\*
2. Douglas N. Higgins, Inc. - \$797,000\*

*Key to the Caribbean - Average yearly temperature 77° F.*

WZTHWMMMS 306LMD3K3



\*Both bids originally included allowances of \$75,000. The allowances included a construction allowance (unforeseen conditions) \$50,000, estimated permit allowance of \$15,000, and estimated utility allowance of \$10,000. Staff has chosen to remove the unforeseen conditions allowance and only award based on the base bid plus the permit and utility allowance.

Both bids were reviewed and determined to be responsive to the ITB.

**PURPOSE & JUSTIFICATION:**

As stated above, the electrical systems are functioning but are in poor condition and are near the end of their useful life based on discussions with a professional electrician. The contractor will provide a full design and furnish all materials, equipment and labor necessary to provide a complete and serviceable project.

**FINANCIAL IMPACT:**

The base bid from Florida Keys Electric, Inc. is \$542,890. With estimated allowances of \$25,000 the total bid is \$567,890. The allowances included a permit allowance (\$15,000) and utility allowance (\$10,000). The permit and utility allowance will be billed at actual cost with no markup, overhead, or profit applied. The budget for this project was estimated at \$548,000 and is in account 413-7551-575-6300. Any shortfall will be taken from the live-aboard domestic booster pump main water line capital project which was estimated at \$125,000. Staff has by adding individual booster pumps to the 2-story floating structures/house boats resolved the water pressure issues at a cost of approximately \$200 each.

**RECOMMENDATION:**

Staff recommends approving the award for Invitation to Bid (ITB) #005-16 - Wahoo & Kingfish Piers Electrical Upgrades to Florida Keys Electric, Inc. in the amount of \$542,890 plus allowances for permit and utility fees estimated at \$25,000 for a total not to exceed \$567,890





**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, FL 33040

**ADDENDUM #1**  
**Wahoo & Kingfish Piers Electrical Upgrades**  
**Invitation to Bid: ITB 005-16**  
**February 18, 2016**

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 bid package is amended in accordance with the following items:

- Attached to this coversheet is Addendum #1, dated February 18, 2016 which does not change the bid due date, includes the sign-in sheet for the mandatory pre-bid site visit, and answers questions posed by prospective bidders.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum No. 1 in their proposal or by submitting the signed Addendum No. 1 with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature \_\_\_\_\_

Florida Keys Electric, Inc.  
Name of Business

**Base Bid:**

|  |            |                     |     |
|--|------------|---------------------|-----|
| Design & Permit Drawings and Documents for Kingfish Pier Electrical Upgrades | (Lump Sum) | <u>\$34,978.00</u>  | (1) |
| Design & Permit Drawings and Documents for Wahoo Pier Electrical Upgrades    | (Lump Sum) | <u>\$34,978.00</u>  | (2) |
| Electrical Upgrades for Kingfish Pier including Panels K, K1 and K2.         | (Lump Sum) | <u>\$167,277.00</u> | (3) |
| Electrical Upgrades for Wahoo Pier including Panels W, W1, W2, W3            | (Lump Sum) | <u>\$305,657.00</u> | (4) |
| Construction Allowance   | (Lump Sum) | <u>50,000.00</u>    | (5) |
| Permit Allowance   | (Lump Sum) | <u>15,000.00</u>    | (6) |
| Utility Fee Allowance  | (Lump Sum) | <u>10,000.00</u>    | (7) |

**Total Bid:** \$617,890.00 (8)  
Sum of (1) through (7) inclusive

Six Hundred Seventeen Thousand Eight Hundred Ninety Dollars and Zero Cents

*Total Bid Written in Words has precedence (Basis of Award)*



**The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by work and material type and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values not included in Bid package.**

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the supplier's invoice plus 10%.

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

Please see attached Schedule of Values \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES 1 of

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:  
 APPLICATION DATE:  
 PERIOD TO:  
 ARCHITECT'S PROJECT NO:

Wahoo Pier

Job #

| A<br>ITEM NO.       | B<br>DESCRIPTION OF WORK                                 | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED               |               | F<br>MATERIALS PRESENTLY STORED (NOT IN D OR E) | G<br>TOTAL COMPLETED AND STORED TO DATE (D+E+F) |           | H<br>BALANCE TO FINISH (C - G) | I<br>RETAINAGE (IF VARIABLE RATE) |
|---------------------|--|----------------------|-----------------------------------|---------------|---|---|-----------|--------------------------------|-----------------------------------|
|                     |  |                      | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD   |   | % (G + C)                                       |           |                                |                                   |
| 1                   | Administrative / Meetings                                | 9,850.00             | 0.00                              | 0.00          |   | 0.00  | 0%        | 9,850.00                       | 0.00                              |
| 3                   | 50% Drawings   | 20,162.00            | 0.00                              | 0.00          |   | 0.00  | 0%        | 20,162.00                      | 0.00                              |
| 4                   | 90% Drawings   | 7,408.00             | 0.00                              | 0.00          |   | 0.00  | 0%        | 7,408.00                       | 0.00                              |
| 5                   | 100% Drawings  | 5,403.00             | 0.00                              | 0.00          |   | 0.00  | 0%        | 5,403.00                       | 0.00                              |
| 6                   | Final Record Drawings                                    | 2,005.00             | 0.00                              | 0.00          |   | 0.00  | 0%        | 2,005.00                       | 0.00                              |
| 7                   | Mobilization   | 17,032.00            | 0.00                              | 0.00          |   | 0.00  | 0%        | 17,032.00                      | 0.00                              |
| 8                   | Service / distribution equipment                         | 79,645.00            | 0.00                              | 0.00          |   | 0.00  | 0%        | 79,645.00                      | 0.00                              |
| 9                   | Service / distribution equipment installation            | 70,404               | 0.00                              | 0.00          |   | 0.00  | 0%        | 70,404.00                      | 0.00                              |
| 10                  | Service / distribution feeders, pull boxes & termination | 117,470.00           | 0.00                              | 0.00          |   | 0.00  | 0%        | 117,470.00                     | 0.00                              |
| 11                  | Receptacle Replacement                                   |                      | 0.00                              | 0.00          |   | 0.00  | 0%        |                                | 0.00                              |
| 12                  |  | 11,256.00            | 0.00                              | 0.00          |   | 0.00  | 0%        | 11,256.00                      | 0.00                              |
| 13                  |  |                      | 0.00                              | 0.00          |   | 0.00  | 0%        | 0.00                           | 0.00                              |
| 14                  |  |                      | 0.00                              | 0.00          |   | 0.00  | 0%        | 0.00                           | 0.00                              |
| 15                  |  |                      | 0.00                              | 0.00          |   | 0.00  | 0%        | 0.00                           | 0.00                              |
| 16                  |  |                      | 0.00                              | 0.00          |   | 0.00  | 0%        | 0.00                           | 0.00                              |
| 17                  |  |                      | 0.00                              | 0.00          |   | 0.00  | 0%        | 0.00                           | 0.00                              |
| 18                  |  |                      | 0.00                              | 0.00          |   | 0.00  | 0%        | 0.00                           | 0.00                              |
| 19                  |  |                      | 0.00                              | 0.00          |   | 0.00  | 0%        | 0.00                           | 0.00                              |
| 20                  |  |                      | 0.00                              | 0.00          |   | 0.00  | 0%        | 0.00                           | 0.00                              |
| 21                  |  |                      | 0.00                              | 0.00          |   | 0.00  | 0%        | 0.00                           | 0.00                              |
| 23                  |  |                      | 0.00                              | 0.00          |   | 0.00  | 0%        | 0.00                           | 0.00                              |
| 24                  |  |                      | 0.00                              | 0.00          |   | 0.00  | 0%        | 0.00                           | 0.00                              |
| <b>GRAND TOTALS</b> |  | <b>\$340,635.00</b>  | <b>\$0.00</b>                     | <b>\$0.00</b> | <b>\$0.00</b>                                   | <b>\$0.00</b>                                   | <b>0%</b> | <b>\$340,635.00</b>            | <b>\$0.00</b>                     |



# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES 1 of

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:  
 APPLICATION DATE:  
 PERIOD TO:  
 ARCHITECT'S PROJECT NO:

Kingfisher Pier

Job #

| A<br>ITEM NO.       | B<br>DESCRIPTION OF WORK                                 | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED               |               | F<br>MATERIALS PRESENTLY STORED (NOT IN D OR E) | G  |           | H<br>BALANCE TO FINISH (C - G) | I<br>RETAINAGE (IF VARIABLE RATE) |
|---------------------|--|----------------------|-----------------------------------|---------------|---|--|-----------|--------------------------------|-----------------------------------|
|                     |  |                      | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD   |   | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G + C) |                                |                                   |
| 1                   | Administrative / Meetings                                | 9,850.00             | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 9,850.00                       | 0.00                              |
| 3                   | 50% Drawings   | 20,162.00            | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 20,162.00                      | 0.00                              |
| 4                   | 90% Drawings   | 7,408.00             | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 7,408.00                       | 0.00                              |
| 5                   | 100% Drawings  | 5,403.00             | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 5,403.00                       | 0.00                              |
| 6                   | Final Record Drawings                                    | 2,005.00             | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 2,005.00                       | 0.00                              |
| 7                   | Mobilization   | 10,113.00            | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 10,113.00                      | 0.00                              |
| 8                   | Service / distribution equipment                         | 29,835.00            | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 29,835.00                      | 0.00                              |
| 9                   | Service / distribution equipment installation            | 25,397.00            | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 25,397.00                      | 0.00                              |
| 10                  | Service / distribution feeders, pull boxes & termination |                      | 0.00                              | 0.00          |   | 0.00                                       | 0%        |                                | 0.00                              |
| 11                  |  | 92,082.00            | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 92,082.00                      | 0.00                              |
| 12                  |  |                      | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 0.00                           | 0.00                              |
| 13                  |  |                      | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 0.00                           | 0.00                              |
| 14                  |  |                      | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 0.00                           | 0.00                              |
| 15                  |  |                      | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 0.00                           | 0.00                              |
| 16                  |  |                      | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 0.00                           | 0.00                              |
| 17                  |  |                      | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 0.00                           | 0.00                              |
| 18                  |  |                      | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 0.00                           | 0.00                              |
| 19                  |  |                      | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 0.00                           | 0.00                              |
| 20                  |  |                      | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 0.00                           | 0.00                              |
| 21                  |  |                      | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 0.00                           | 0.00                              |
| 23                  |  |                      | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 0.00                           | 0.00                              |
| 24                  |  |                      | 0.00                              | 0.00          |   | 0.00                                       | 0%        | 0.00                           | 0.00                              |
| <b>GRAND TOTALS</b> |  | <b>\$202,255.00</b>  | <b>\$0.00</b>                     | <b>\$0.00</b> | <b>\$0.00</b>                                   | <b>\$0.00</b>                              | <b>0%</b> | <b>\$202,255.00</b>            | <b>\$0.00</b>                     |



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:

Wade Trim Engineering  
Name

8745 Henderson Road, Tampa, Florida, 33634  
Street City State Zip

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Name

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







If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
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 23rd day of February 2016.

(SEAL)

Florida Keys Electric, Inc.  
Name of Corporation

By Raymond Vazquez 

Title President

Attest 

Secretary



**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT: \$ 5%

KNOW ALL MEN BY THESE PRESENTS, that Florida Keys Electric, Inc.

5730 2nd Avenue, Key West, FL 33040

hereinafter called the PRINCIPAL, and FCCI Insurance Company

a corporation duly organized under the laws of the State of Florida

having its principal place of business at 6300 University Parkway, Sarasota, FL 34240

in the State of Florida,

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 Bid Proposal Submitted

DOLLARS (\$5% of Bid Proposal Submitted) 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 Proposal for Cemetery Mausoleums, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY),







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: *Raymond Vazquez*

Sworn and subscribed before me this 22<sup>nd</sup> day of February, 2016.

NOTARY PUBLIC, State of Florida at Large

*[Signature]*

My Commission Expires:



\*\*\*\*\*



**GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the [Corporation]) does make, constitute and appoint:

William L. Parker

Each, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$2,500,000):

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22<sup>ND</sup> day of September, 2011.

Attest: Craig Johnson  
 Craig Johnson, President  
 FCCI Insurance Company



Thomas A. Koval  
 Thomas A. Koval Esq., SVP, General Counsel,  
 Government Affairs and Corporate Secretary  
 FCCI Insurance Company

State of Florida  
 County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

**ARLENE CUEMAN**  
 Notary Public, State of Florida  
 My Comm. Expires Sept. 25, 2016  
 No. EE 213082

Arlene Cushman  
 Notary Public

State of Florida  
 County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

**ARLENE CUEMAN**  
 Notary Public, State of Florida  
 My Comm. Expires Sept. 25, 2016  
 No. EE 213082

Arlene Cushman  
 Notary Public

**CERTIFICATE**

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 19<sup>th</sup> day of February, 2016

Thomas A. Koval  
 Thomas A. Koval, Esq., SVP, General Counsel,  
 Government Affairs and Corporate 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.)

---

Stock Island Marina Village [Service entrance and distribution for floating  
Docks with associated service entrance equipment, distribution equipment  
feeders, grounding G-GC cable installation, and pedestal Installation]

---

Owner: Longstock II, LLC

---

7009 Shrimp Road

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Key West, Florida

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Cost: \$1,203,780.00

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Engineer: Weiler Engineering Corporation

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Michael J. Giardulo

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Phone: 941-505-1700

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Please see attached Resume

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# Florida Keys ELECTRIC INC.

## Business History

Established in 1988, Florida Keys Electric Inc. is a premier Electrical Contractor providing electrical, low voltage, and fire alarm services throughout Key West and the Florida Keys. Raymond Vazquez, President and Owner of Florida Keys Electric, Inc., has been licensed and insured for over 27 years specializing in commercial and residential construction projects along with local services for private home and business owners. Florida Keys Electric, Inc. is DBE certified and currently holds an SBA certification. As a progressive organization providing all aspects of commercial, residential, industrial and underground electrical contracting, the company has recognized profitable growth by maintaining a reputation of quality and excellence with multiple repeat clients.

### List of current, recently completed and past contracts:

| <u>Project:</u>                                 | <u>Project Description:</u> | <u>General Contractor:</u>         |
|---|-----------------------------|------------------------------------|
| Hawks Cay Resort                                | Renovation                  | PWI Construction, Inc.             |
| Oceanside Marina                                | Rebuild                     | Botsford Builders                  |
| Seven Fish                                      | Restaurant                  | Burke Construction, Inc.           |
| Key West City Hall                              | Rebuild                     | Burke Construction, Inc.           |
| Keys Energy Services<br>Administration Building | Renovation                  | Biltmore Construction, Inc.        |
| Grand Key Doubletree Resort                     | Hotel Renovation            | Reliance Construction, Inc.        |
| Florida Keys Aqueduct Authority                 | Commercial                  | Charley Toppino & Sons, Inc.       |
| 73 <sup>rd</sup> Street Affordable Housing      | Resident Homes              | Heritage Construction, Inc.        |
| Naval Air Station Key West                      | Gate Renovations            | Sea Tech of the Florida Keys, Inc. |
| Pump Station F                                  | Pump Station                | Charley Toppino & Sons, Inc.       |
| NAS Key West                                    | Electronic Gate Access      | Sea Tech, Inc.                     |
| Studios of Key West                             | Renovation                  | D.L. Porter Constructors, Inc.     |
| City of Key West<br>Fire Station #2             | New Fire Station            | D.L. Porter Constructors, Inc.     |
| GAP   | Retail Store Renovation     | Weekes Construction                |



| <b><u>Project:</u></b>                 | <b><u>Project Description:</u></b>  | <b><u>General Contractor:</u></b> |
|--|---|-----------------------------------|
| TJ Maxx                                | Retail Store Renovation   | Tenant Build, Inc.                |
| Crown Plaza La Concha                  | Complete Renovation<br>Lobby, New Spa, New Starbucks,<br>New Wino O Bar, New Juice Bar,<br>Pool Bar | Complete Property Services        |
| CVS Duval                              | Renovation  | GLR Constructors                  |
| Hotel Collection<br>Sites A, B, C, & D | Hotel (Commercial)  | Civic, Frazee, Advent, & JL Woode |
| Navy Mole Pier                         | Electrical Distribution<br>For Naval Ships  | City of Key West                  |
| Navy Outer Mole                        | CCTV  | Florida Keys Electric             |
| Ocean Beach Resort                     | Hotel Commercial  | W. Barnett Enterprises            |
| JIATFS                                 | Elevator  | Kaiser Kane                       |
| RHN Dentist Office                     | New Dental Office   | Marino Construction               |
| USCG – Marathon Rehab                  | Renovation  | Nelco Construction                |
| Five Guys Burger                       | Restaurant  | Winesett-Hill Construction        |
| Island City Flying Service             | Private Airport   | D.L. Porter Constructors, Inc.    |
| Boy Scout Camp Sawyer                  | Commercial  | Charley Toppino & Sons            |
| KW Botanical Gardens                   | Commercial  | Marion Construction               |
| FKCC                                   | Florida College Dorms   | Sikon Construction                |
| Poinciana Royale                       | AIDS Housing Project  | Coastal Construction              |
| Horace O Bryant                        | Middle School   | Coastal Construction              |
| The Galleon Resort                     | Hotel Resort  | D.L. Porter Constructors, Inc.    |
| El Rancho Motel                        | Hotel (Commercial)  | D.L. Porter Constructors, Inc.    |
| Holiday Inn Express                    | Hotel (Commercial)  | Marino Construction               |
| KW Convalescent Center                 | Resident Homes  | D.L. Porter Constructors, Inc.    |
| KWIA Noise Insulation                  | Residential Homes   | H.I.P.P. Industries               |



| <b><u>Project:</u></b>                      | <b><u>Project Description:</u></b> | <b><u>General Contractor:</u></b> |
|---|------------------------------------|-----------------------------------|
| KW International Airport                    | Airport Commercial                 | Morganti Group                    |
| Marathon Airport                            | Airport Commercial                 | Morganti Group                    |
| Tortuga West                                | Residential                        | Salinero Enterprises              |
| Little Palm Island                          | Resort                             | Frank Dovelle Const               |
| 618 Caroline St.                            | Residential                        | Gary the Carpenter                |
| 810 & 812 Terry Ln.                         | Residential                        | Gary the Carpenter                |
| Casa Alante                                 | Resort Homes                       | Gary the Carpenter                |
| Naval Base Veteran's                        | Hospital                           | Gary the Carpenter                |
| Marquesa Court Homes                        | Residential                        | Homes of Distinction              |
| Southernmost on the Bch                     | Resort                             | D.L. Porter Constructors, Inc.    |
| Lower Keys Medical                          | Hospital                           | M.J. Harris, Inc.                 |
| Truman Hotel                                | Hotel                              | D.L. Porter Constructors, Inc.    |
| Truman Annex                                | Fitness Center                     | BRPH                              |
| Road Modification                           | Road Modification                  | DTC Engineers                     |
| Sheriff's Office                            | Crime Lab                          | Sea Tech, Inc                     |
| Base Ops Facilities                         | Operation Facilities               | Sauer, Inc                        |
| Hurricane Wilma Repairs                     | Government Buildings               | Sauer, Inc                        |
| Naval Base Pistol Range                     | Pistol Range                       | Sauer, Inc                        |
| Marine Ops Facilities<br>Temporary Building | Operation Facilities               | Sauer, Inc.                       |
| Sigsbee Naval Base<br>Gas Station           | Fuel Station                       | Sauer, Inc.                       |
| Boca Chica Gymnasium                        | Gymnasium                          | Sauer, Inc.                       |
| Sigsbee Naval Base                          | Lounge                             | NAS Sigsbee Sunset Lounge         |
| Ocean Key House<br>Phase 1, 2 & 3           | Rooms/Spa                          | Frank Dovelle Construction        |



| <b><u>Project:</u></b>               | <b><u>Project Description:</u></b> | <b><u>General Contractor:</u></b> |
|--------------------------------------|------------------------------------|-----------------------------------|
| Santa Maria                          | Condominiums                       | D.L. Porter Constructors, Inc.    |
| Key West International               | Hanger Development                 | D.L. Porter Constructors, Inc.    |
| Old Mariners Hospital                | Hospital                           | D.L. Porter Constructors, Inc.    |
| Fishermen's Hospital                 | Hospital                           | D.L. Porter Constructors, Inc.    |
| Walgreen's                           | Drug Store (Duval)                 | Suncom Inc.                       |
| Hyatt Beach Front Resorts            | Condominiums                       | Welbro Constructors               |
| Monroe County Courthouse             | Government Building                | D.L. Porter Constructors, Inc.    |
| National Weather Service             | NOAA Weather Station               | Rovel Construction                |
| Price Building                       | Office Complex                     | TPS, Inc.                         |
| Miami Subs                           | Restaurant                         | EG Braswell Construction          |
| Morrison Sales & Service             | Car Dealership                     | D.L. Porter Constructors, Inc.    |
| Fisherman's Port                     | Restaurant                         | Salinero Enterprises              |
| Champs Sports                        | Retail Store                       | Montgomery Development            |
| Lester Building                      | Government Building                | D.L. Porter Constructors, Inc.    |
| Silver Eagle                         | Distribution Facility              | D.L. Porter Constructors, Inc.    |
| Natural Food Mkt.                    | Health Care Store                  | KAWA Construction                 |
| Pier House                           | Hotel                              | Island Angles                     |
| Shell Stations                       | Gas Station                        | EG Braswell Construction          |
| Spottswood Companies                 | Office Complex                     | KAWA Construction                 |
| Key West Brewery<br>& Bottling Plant | Brewery                            | Redco Construction                |
| Stock Island Shops                   | Shops/Bank/Radio Station           | Keystar, Inc.                     |
| Boater's World<br>/Ritz Camera       | Retail Store                       | TRB Construction, Inc.            |
| Ross Dress for Less                  | Retail Store                       | Jayeff Construction Corp.         |



| <b><u>Project:</u></b>                                  | <b><u>Project Description:</u></b> | <b><u>General Contractor:</u></b> |
|---|------------------------------------|-----------------------------------|
| Roy's Trailer Park                                      | Trailer Park                       | Roy Stone                         |
| Marine Bank   | Financial Institution              | Kawa Construction, Inc.           |
| Key Cove Phase I  | Housing Development                | DL Porter Constructors            |
| Key Cove Phase II                                       | Housing Development                | HTM, Inc                          |
| Truman Annex  | NAS Secured Warehouse              | Harry Pepper & Associates         |
| Pier House Phase 6&7                                    | Hotel                              | HTM, Inc                          |
| Winn Dixie  | Retail Liquor Store                | Toppino Construction Co.          |
| KW Public Safety  | Police Station                     | D.L. Porter Constructors, Inc.    |
| KW Ferry Terminal                                       | Ferry Station                      | D.L. Porter Constructors, Inc.    |
| Sheriff's Hanger  | Sheriff's Substation               | D.L. Porter Constructors, Inc.    |
| Old Mariners Hospital                                   | Sheriff's Substation               | D.L. Porter Constructors, Inc.    |
| Hard Rock Café  | Restaurant                         | Salinero Enterprises              |
| Sunset Marina   | Marina                             | Bellingham Marine                 |
| Key Lodge Motel   | Motel                              | Mike J Marino, Inc.               |
| Perry's Seafood   | Restaurant                         | KAWA Construction                 |
| Denny's   | Restaurant                         | Michael J. Marino, Inc.           |
| Noble House   | Condominiums                       | Ocean Key House                   |
| Fairfield Inn<br>(New & Old)                            | Hotel (Commercial)                 | Reliance Inc.                     |
| Silver Palms Hotel                                      | Hotel (Commercial)                 | D.L. Porter Constructors, Inc.    |
| Atlantic Shores   | Resort                             | D.L. Porter Constructors, Inc.    |
| JIATIF UPS  | UPS Install                        | ELCI                              |
| Pier House<br>(Spa, Restaurant, Bar)                    | Hotel (Commercial)                 | Mingo & Co.                       |
| La Concha<br>(Pool, Lobby, Spa,<br>Wine bar, Starbucks) | Hotel (Commercial)                 | Complete Property Services        |



**References:**

|                |                                  |               |
|----------------|----------------------------------|---------------|
| John Gonzalez  | Hotel Collection                 | 843- 696-4344 |
| Chuck Williams | ADVENT, PDS                      | 404-365-4825  |
| Brian Botsford | Botsford Builders                | 305-743-9644  |
| John O' Connor | Biltmore Construction            | 727-585-2084  |
| Pritam Singh   | Singh Co                         | 305-481-6301  |
| Mike J Marino  | Marino Construction              | 239-910-2132  |
| Terry Justice  | City of Key West                 | 305-809-3943  |
| Elias Bichachi | E.L.C.I Construction Group, Inc. | 305-891-7990  |
| Steve Hall     | Nelco Construction               | 813-237-2785  |
| Brian French   | Sikon Construction               | 954-354-8338  |
| Marshall White | D.L. Porter Constructors, Inc.   | 941-929-9400  |
| Lee Bazile     | Bellingham Marine                | 904-358-3362  |
| Gary Loer      | D.L. Porter Constructors, Inc.   | 941-929-9400  |
| Karl Walters   | KAWA Construction                | 305-294-8146  |
| Steve Zeamer   | Rovel Construction               | 305-509-1523  |
| Michael Ingram | MB Ingram Architect              | 305-292-7722  |
| Fred Salinero  | Salinero Enterprises             | 305-294-7618  |
| John Fugo      | Montgomery Development           | 919-969-7301  |
| Marc Fernandez | Harry Pepper & Associates        | 904-721-3300  |
| Larry Bleil    | Keystar, Inc.                    | 305-304-3623  |
| Maradith Jones | TRB Construction, Inc.           | 561-340-3454  |
| Ken Schloesser | Jayeff Construction Corp.        | 732-223-5320  |
| Frank Dovelle  | Frank Dovelle Construction       | 305-395-0049  |



**References:**

|                  |                               |              |
|------------------|-------------------------------|--------------|
| Gary Burchfield  | Gary the Carpenter            | 305-292-0261 |
| Pat Cartwright   | Sauer, Inc                    | 904-334-4461 |
| David Moran      | Sea Tech, Inc.                | 305-872-0888 |
| Tony Tarnowski   | DTC Engineers & Constructors  | 203-239-4200 |
| Kurt Lewin       | First State Bank              | 305-296-8535 |
| Jack Spottswood  | Spottswood Company            | 305-294-9956 |
| Erica Hughes     | Spottswood Company            | 305-294-9556 |
| Terri Spottswood | Truman Company                | 305-587-3407 |
| Mark Todaro      | Centennial Bank               | 305-292-3852 |
| Gary Loer        | D.L. Porter                   | 941-929-9400 |
| Tracey Bruce     | Morganti Group                | 772-233-2101 |
| Jim Peace        | Morganti Group                | 561-689-0200 |
| Peter Horton     | Key West Airport              | 305-304-0063 |
| Mickey Johnson   | Complete Property Services    | 727-793-9777 |
| Dave Hartman     | GLR Construction              | 239-834-7555 |
| Liz Newland      | Singh Co.                     | 305-481-6301 |
| Fred Griner      | Reliance Construction Co, LLC | 561-613-8769 |

**Credit References:**

|               |         |              |
|---------------|---------|--------------|
| Craig Cowan   | ESI     | 305-702-6001 |
| Ivan Gonzalez | Graybar | 305-520-4800 |
| Emily Katz    | Raybro  | 305-294-3794 |



**ANTI - KICKBACK AFFIDAVIT**

STATE OF Florida )  
 : SS  
COUNTY OF Monroe )

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: \_\_\_\_\_

Sworn and subscribed before me this 23rd day of February, 2016.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

*[Handwritten Signature]*



\*\*\*\*\*



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 Wahoo and Kingfisher Pier  
Electrical Upgrade City of Key West ITB 005-16 #GB1303
  
2. This sworn statement is submitted by Florida Keys Electric, Inc  
(name of entity submitting sworn statement)  
  
whose business address is 5730 2nd Avenue  
Key West, Florida 33040  
  
and (if applicable) its Federal Employer Identification Number (FEIN) is           
65-0053891  
  
(If the entity has no FEIN, include the Social Security Number of the individual  
signing this sworn statement         )
  
3. My name is Raymond Vazquez  
(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 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)

February 23, 2016

(date)

STATE OF Florida

COUNTY OF Monroe

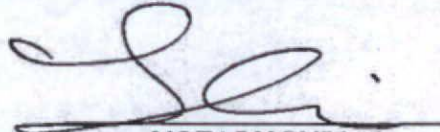
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 23rd day of February, 2016.

My commission expires:



  
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: Florida Keys Electric, Inc.

SEAL:

5730 2nd Avenue  
Address

  
Signature

Raymond Vazquez  
Print Name

President  
Title

DATE: February 23, 2016





**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 proposals.
  - 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.

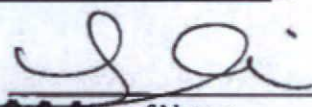
Business Name Florida Keys Electric, Inc. Phone: 305-296-4028  
Current Local Address: 5730 2nd Avenue Fax: 305-296-9283 (P.O Box num  
Length of time at this address: 18 years  
Date: February 23, 2016 Signature of A

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 23rd day of February, 2016.

By Raymond Vazquez, of Florida Keys Electric, Inc.  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification FEIN 65-0053891 as  
identification  
(Type of identification)

  
Signature of Notary  
TAMMY LEE GARCIA  
Notary Public - State of Florida  
My Comm. Expires Jan 3, 2017  
Commission # EE 848038  
Tammy Garcia Torres  
Type or Stamp Name of Notary  
President  
Title or Rank

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











## Sec. 2-773. Cone of Silence

(a) **Definitions.** For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) **Prohibited Communications:** A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) **Permitted Communications:** Notwithstanding the foregoing, nothing contained herein shall prohibit:



- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.
  - (A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.
  - (B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.
- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's



Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.



## 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 Form filled in, using black ink.
3. Total and unit prices added correctly.
4. Addenda acknowledged (if applicable).
5. Subcontractors (if applicable) are named as indicated in the Proposal.
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 containing the Bidding Requirements, Contract Forms, Conditions of the Contract, one (1) original and two (2) USB drives, each containing a single complete PDF file.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Bidder must provide satisfactory documentation of State Licenses
14. Anti-Kickback Affidavit.
15. Public Entity Crimes.
16. Local Vendor Certification.
17. Disclosure of Lobbying Activities.
18. Non-Collusion Declaration and Compliance.
19. Suspension and Debarment Certification.
20. Affidavit of Compliance 2-799 Equal Benefits for Domestic Partners
21. Affidavit of Compliance 2-773 Cone of Silence
22. City of Key West Indemnification Form
23. Schedule of Values



RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER

EC0002558

The ELECTRICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

VAZQUEZ, RAYMOND  
FLORIDA KEYS ELECTRIC INC  
5730 2ND AVE.  
KEY WEST FL 33040



ISSUED: 07/16/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407160001880