BID RESPONSE

Per Attached Specifications Total price \$\frac{11,666.00}{5ixty-5ix and no/100 dollars}

PRICE FOB KEY WEST, FL

PAYMENT TERMS: Deposit – submitted with bid – payment in full due prior to vehicles being picked up

PICKUP 5 DAYS FORM COMMISSION APPROVAL

Contact Eduardo Herrera - eherrera@keywestcity.com - 305-809-3905 - 305-304-4030, with questions.

BIDDER REPRESENTATION

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

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 employee 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: Daris Rarnold

sworn and prescribed before me this 24th day of Aug, 2011

NOTARY PUBLIC, State of Florida

MELINDA OVIEDO
Commission DD 707211
Expires September 8, 2011
Bended Thru Troy Fain Insurance 800-385-7019

My commission expires:

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1.	This sworn statement is submitted to <u>City of Key West</u>
	(print individual's name and title) for Armold's Auto & Marine Repair, Inc.
	(print name of entity submitting sworn statement)
	whose business address is 5540 Third Avenue, Key West, FL 33040
	and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2296492
	(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, 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 or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), <u>Florida Statutes</u>, 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 agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of 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.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(SIGNATURE)

(DATE)

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority

Poris R. Arnold who, after first being sworn by me,

(name of individual)

affixed his/her signature in the space provided above on this

24th day of Aug, 2011

NOTARY PUBLIC

My commission expires:

MELINDA OVIEDO Commission DD 707211 Expires September 8, 2011

2011 / 2012 MONROE COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2012**

RECEIPT# 37112-105336

Business Name: ARNOLD'S AUTO MARINE REPAIR INC

Owner Name: Mailing Address: 5540 3RD AVE

DORIS R ARNOLD

KEY WEST, FL 33040

Business Location: 5540 3RD AVE

KEY WEST, FL 33040

Business Phone: Business Type:

305-296-3832

SCRAP METAL PROCESSOR (SECONDARY

METAL PROCESSOR)

Rooms

Seats

Employees

Machines

Stalls

		F	or Vending Business	Only		
	Number of Mad	per of Machines: Vending Type:				
Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	150.00	0.00	0.00	0.00	150.00

Paid 114-10-00001803 08/10/2011 150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.

ACORD CERTIFICATE OF LIABILITY INSURANCE				
PRODUCER A.T.I.G. 1507 PARK CENTER UNIT DR UNIT # 1C	THIS CERTIFICATE IS ISSUEDAS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
ORLANDO, FL 32835 407-472-9600	INSURERS AFFORDING COVERAGE	NAIC#		
INSURED ARNOLD'S TOWING SERVICE, INC., ARNOLD'S	INSURER A: PRAETORIAN INSURANCE COMPANY	32620		
AUTO & MARINE REPAIR, INC.	INSURER B: NATIONAL INTERSTATE INS CO			
5540 3RD AVENUE KEY WEST FL 33040	INSURER C:			
KEY WEST, FL 33040	INSURER D:			
305-296-3832	INSURER E:			
COVERAGES				

THE POLICIES OF INSURANCE LISTED BELOWHAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

THER	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	TS .
LTR	INSRD	GENERAL LIABILITY		DATE (MADDETT)	EAT E (MINUSETT)	EACH OCCURRENCE	\$ 1,000,000
A		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	\$
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$ 5,000
	Y					PERSONAL & ADVINJURY	s 1,000,000
	-		TOW 4410531-00	04/28/2011	04/28/2012	GENERAL AGGREGATE	\$ 3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 3,000,000
		X POLICY PRO- JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$ 1,000,000
		ANYAUTO				(Ea accident)	1,000,000
		ALLOWNED AUTOS				BODILY INJURY	s
		X SCHEDULED AUTOS				(Per person)	
A	Y	X HIRED AUTOS	TOW 4410531-00	04/28/2011	04/28/2012	BODILY INJURY	s
		X NON-OWNED AUTOS				(Per accident)	
						PROPERTY DAMAGE	s
_			_			(Per accident)	
		GARAGE LIABILITY				AUTO ONLY - EAACCIDENT	\$
		ANYAUTO				OTHER THAN EAACC ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		OCCUR CLAIMS MADE				AGGREGATE	\$
		DEDUCTIBLE					s
							s
	MODI	RETENTION \$				WCSTATU- TORY LIMITS ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Ifyes, describe under SPECAL PROVISIONS below					E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	s
	OTHE						
A	GARAGKEEPERS		TOW 4410531-00	04/28/2011	04/28/2012	\$100,000	
			TOW 4410531-00	04/28/2011	04/28/2012		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

INCLUDES BASIC PIP FL NO FAULT; UNINSURED/UNDERINSURED MOTORIST AT \$50,000; PHYSCIAL DAMAGE BASED ON ACV W\$1000 DED COMP/COLLISION;

B - EFFECTIVE 07/02/10 COVERAGE TO INCLUDE \$1,000,000 P&I, TOWING, COLLISION, SALVAGE, PASSENGER AND POLLUTION LIABILITY

CERTIFICATE HOLDER

CITY OF KEY WEST

PO BOX 1409 KEY WEST FLORIDA 33041 Additional Insured

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

REPRESENTATIVES.