

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: Navy Mole Pier Electrical Distribution System Upgrades

City of Key West Project No.: ITB # 12-023

Bidder's person to contact for additional information on this Bid:

Name: Mark Thompson, President

Telephone: (904) 317-5601

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 examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 90 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 104 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$1000 per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$500 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, _____, _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for inspection, testing, overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

750 MCM CABLE

The unit price includes all labor, material and equipment necessary to remove the existing cable, inspect and clean the cable conduits, provide and install the new cable, and terminate all connections. Also included are any appurtenances necessary to perform this task.

SALVAGE 750 MCM CABLE

The Bidder agrees to salvage the existing 750 MCM cable and provide an amount to deduct from the Lump Sum Bid. This deduct includes transporting the cable for salvage.

ADDITIONAL BASLER RELAYS

The unit price includes all material and appurtenances required for installation and the required warranty.

ADDITIONAL CTs

The unit price includes all material and appurtenances required for installation and the required warranty.

ADDITIONAL 3200-AMP BREAKER

Bidder agrees to furnish to Owner 1 Each Eaton/Cutler Hammer – Style DSLII 632, 3200A frame, electrically operated, drawout breaker with DSLII FT32 Fuse Truck and with all appurtenances required for installation and the required warranty.

ADDITIONAL 1600-AMP BREAKER

Bidder agrees to furnish to Owner 3 Each Eaton/Cutler Hammer – Style DSLII 516, 1600A frame, electrically operated, drawout breaker with all appurtenances required for installation and the required warranty.

ADDITIONAL 800-AMP BREAKER

Bidder agrees to furnish to Owner 1 Each Eaton/Cutler Hammer – Style DSLII 308, 800A frame, electronically operated, drawout breaker with all appurtenances required for installation and the required warranty.

ADDITIONAL CONTROL SWITCHES

Bidder agrees to furnish to Owner 6 Each Control Switches with all appurtenances required for installation and the required warranty.

CONTINGENCY ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Owner. The Owner will negotiate with the Contractor how each Contingency Allowance will be spent prior to performing the work as authorized by Work Change Directive (WCD).

POST COMMISSIONING ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen work that is identified after the system is commissioned. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Owner. The Owner will negotiate with the Contractor how each Commissioning Allowance will be spent prior to performing the work as authorized by Work Change Directive (WCD).

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

LUMP SUM BASE BID

A.	Electrical Distribution System Upgrades including but not limited to the replacement of defective Conductors (excluding 750 MCM Cable), , installation of nine (9) new relays, calibration and adjustment of all protective relays, removal and replacement of one-hundred and sixty-eight (168) C/Ts, removal and replacement of eight (8) receptacle cover switches (cubicles), removal and replacement of twenty-three (23) control switches, removal and replacement of four (4) momentary lock switches testing and rehabilitation of six (6) SF-6 switches, electrical system testing, and commissioning,			\$ 344,232.00
B.	750 MCM Cable	22,000 LF	\$ 25.75 /LF	\$ 566,500.00
C.	Salvage 750 MCM Cable	22,000 LF	\$ 6.45 /LF	(\$141,900.00)
D.	Additional Basler Relays	6 EA	\$4,614.00/EA	\$ 27,684.00
E.	Additional CTs	15 EA	\$ 333.00 /EA	\$ 4,995.00
F.	Additional 3200-amp Breaker with Fuse Truck	1 EA	\$95,089.00/EA	\$ 95,089.00
G.	Additional 1600-amp Breaker	3 EA	\$60,779.00/EA	\$ 182,337.00
H.	Additional 800-amp Breaker	1 EA	\$47,839.00/EA	\$ 47,839.00
I.	<u>Additional Control</u> Switches	6 EA	\$1,344.00/EA	\$ 8,064.00

J.	Contingency Allowance	\$ 100,000.00
K.	Post Commissioning Allowance	\$ 30,000.00
	TOTAL LUMP SUM BID	\$ <u>1,264,840.00</u> (numerals)

One Million Two Hundred Sixty Four Thousand Eight Hundred Forty Dollars
 (Amount written in words has precedence)
 and Zero Cents
 (Amount written in words has precedence)

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:

C.E. Testing, Inc.
 Name
6148 Tim Crews Rd. Macclenny Florida 32063
 Street City State Zip

Name
 Street City State Zip

Name
 Street City State Zip

Name
 Street City State Zip

Surety

Construction Underwriters, Inc. whose address is

4168 Southpoint Pkwy Jacksonville Florida 32216
Street Suite 305 City State Zip

Bidder

The name of the Bidder submitting this Bid is MIL-CON Electric Company

_____ doing business at

6142 Lake Gray Blvd. Jacksonville Florida 32244
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:

Mark Thompson President / CEO

Jerry Robinson Vice President

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

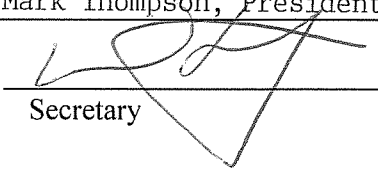
IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 17 day of May 2012.

(SEAL)

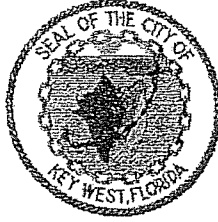
MIL-CON Electric Company
Name of Corporation

By:  _____

Title: Mark Thompson, President

Attest:  _____
Secretary

END OF SECTION

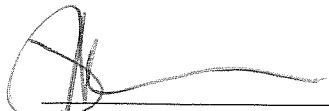


THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 330-40

ADDENDUM #1
Navy Mole Pier Electrical Distribution Upgrades
Invitation to Bid: 12-023
10 May 2012

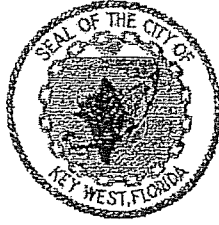
**Attached to this coversheet is Addendum #1 dated 9 May 2012 as
Developed by CH2MHILL**

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



Signature
Mark Thompson, President

MIL-CON Electric Company 5/16/2012
Company Date



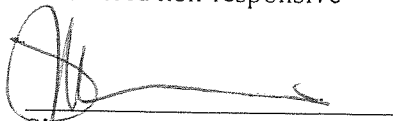
THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 330-40

ADDENDUM #2
Navy Mole Pier Electrical Distribution Upgrades
Invitation to Bid: 12-023
14 May 2012

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 #2, dated 14 May developed by CH2MHILL.
- The bid opening dates is moved to 3:30pm, 17 May 2012

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive


Signature

Mark Thompson, President
5/17/2012

MIL-CON Electric Company
Name Of Business

436331.GN1

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ Five Percent of Bid amount

KNOW ALL MEN BY THESE PRESENTS, that MILITARY CONSTRUCTION CORPORATION

6142 Lake Gray Boulevard, Jacksonville, Florida 32244

hereinafter called the Contractor (Principal), and ARCH INSURANCE COMPANY

3 Parkway, Suite 1500, Philadelphia, PA 19102

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

(Obligee), in the sum of: Five percent of the largest amount for which award can be made under

the accompanying bid. _____ DOLLARS (\$ 5%), for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for NAVY MOLE PIER ELECTRICAL DISTRIBUTION SYSTEM UPGRADES, Key West, Florida, 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 Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

NAVY MOLE PIER ELECTRICAL DISTRIBUTION SYSTEM UPGRADES

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

436331A.GN1

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Obligee and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Obligee and the Surety herein agrees to pay said sum immediately upon demand of the Obligee in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 16th day of May, 20 12.

MILITARY CONSTRUCTION CORPORATION

Principal

By: 

Mark Thompson, President/CEO

ARCH INSURANCE COMPANY

Surety

By: 

Attorney-In-Fact & Florida Resident Agent
Tom S. Lobrano, IV

END OF SECTION

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Jonathan D. Reeder, Mark C. Fore, Robert W. Weber and Thomas S. Lobrano, IV of Jacksonville, FL (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

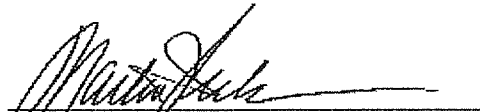
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

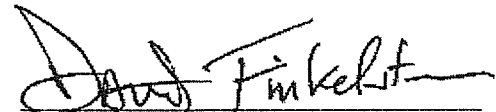
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of April, 2012.

Attested and Certified

Arch Insurance Company


Martin J. Nilsen, Secretary

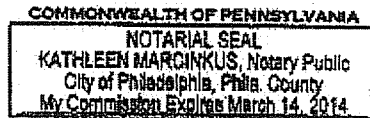




David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nilsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

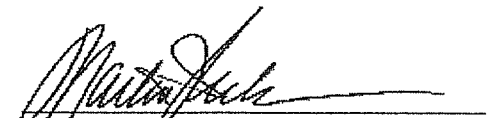



Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 19, 2012 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 16th day of May, 2012.


Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



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 day of, ~~XX~~. 5/16/2012

By

Authorized Signature/Contractor

Mark Thompson, President

Typed Name/Title

MIL-CON Electric Company

Contractor's Firm Name

6142 Lake Gray Blvd.

Street Address

Building, Suite Number

Jacksonville, Florida 32244

City/State/Zip Code

(904) 317-5601

Area Code/Telephone Number

**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 Navy Mole Pier Electrical Distribution System Upgrades, City of Key West, Florida
2. This sworn statement is submitted by MIL-CON Electric Company
(name of entity submitting sworn statement)
whose business address is 6142 Lake Gray Blvd.
Jacksonville, FL 32244 and (if applicable) its Federal Employer
Identification Number (FEIN) is 59-2468167

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

and my relationship to the entity named above is President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 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.

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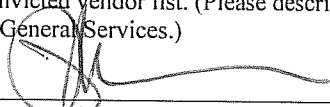
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision 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) Mark Thompson, President
 5/16/2012

 (date)

STATE OF Florida


COUNTY OF Duval

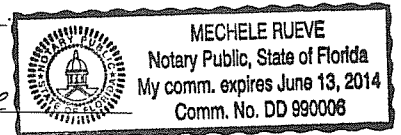
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 16 of May, 2012

My commission expires:


 NOTARY PUBLIC
 Mechele Rueve



CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

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.

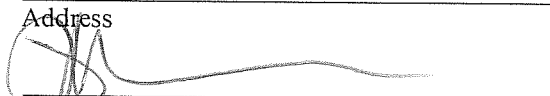
The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description 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: MIL-CON Electric Company SEAL:

6142 Lake Gray Blvd. Jacksonville, FL 32244

Address



Signature

Mark Thompson

Print Name

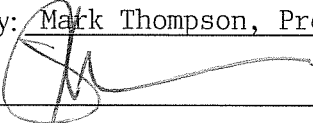
President

Title

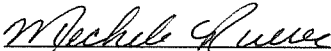
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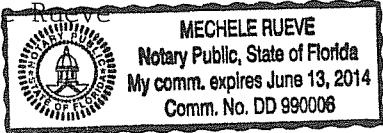
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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: Mark Thompson, President


Sworn and subscribed before me this
17 day of May, 20 12


NOTARY PUBLIC, State of Florida
at Large Mechele Rueve



My Commission Expires: _____

END OF SECTION

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

ITEM/SEGMENT NO.: _____
 F.A.P. NO.: _____
 PARCEL NO.: _____
 COUNTY OF: _____
 BID LETTING OF: _____, _____

I, Mark Thompson, hereby
(NAME)
 declare that I am President of MIL-CON Electric Company
(TITLE) (FIRM)
 Of Jacksonville, Florida
(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 State 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.

436331A.GN1

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), 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: (Seal)

BY: Mark Thompson, President
NAME AND TITLE PRINTED

WITNESS: [Signature]

BY: [Signature]
SIGNATURE

WITNESS: [Signature]

Executed on this 17th day of May, 2012

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

**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	Phone:
MIL-CON Electric Company	(904) 317-5601
Current Local Address:	Fax:
(P.O Box numbers may not be used to establish status)	(904) 317-2117

Length of time at this address

_____ Signature of Authorized Representative	_____ Date
---	---------------

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

MIL-CON ELECTRIC COMPANY

MIL-CON's General Company Profile

MIL-CON Electric Company is a leading electrical contractor specializing in construction projects in the Federal Government sector. Founded in Jacksonville, FL in 1984, MIL-CON Electric Company serves its clients with design/build and bid/build electrical services both as prime contractor and as a major subcontractor on projects throughout the southeastern United States. Having offices in Jacksonville and Merritt Island, FL, enables MIL-CON to provide the experience and resources necessary to better serve their clients, which include NASA and the major branches of the Department of Defense.

MIL-CON's commitment to quality work, on time delivery, safety and consistent competitive pricing is evidenced by the award and successful completion of over 700 Federal contracts in the company's 26 year history. MIL-CON's experienced staff of project managers, superintendents and field personnel work as one functional team to provide exceptional electrical construction services. MIL-CON employs the most qualified professionals who exhibit dedication to the task at hand and a commitment to safety, quality and integrity unsurpassed in the industry.

MIL-CON enjoys an excellent working relationship with many premier general contractors as well as many branches of the Federal Government. Through the company's dedication to safety, superior workmanship, effective cost management and the maintenance of professional working relationships, MIL-CON provides its customers with the key components they seek in each and every project.

Military Construction Corporation

www.mil-con.com

Corporate Office
6142 Lake Gray Blvd. – Jacksonville, FL 32244
Phone (904) 317-5601 – Fax (904) 317-2117

Merritt Island Office
6154 N. Courtenay Parkway – Merritt Island, FL 32953
Phone (321) 452-5489 – Fax (321) 452-3942

*Proud recipient of the 2010 NASA Small Business Industry Award (SBIA) for:
Kennedy Space Center, Small Business Subcontractor of the year.*

MIL-CON ELECTRIC COMPANY

Experience and Expertise in Marine Construction

Improve Wharf "D" MCC-656

1. Description and location of work.

Install underground primary feeder. Install enclosed regulator. Hotel and overhaul substations.
Demolish existing outdoor substations.

2. Contract amount.

\$4,071,214.00

3. Dates work was performed.

7/19/1999 - 5/1/2001

4. Owner.

U.S. Navy

5. Name of Owner's contact person and phone number.

Rudi Hellmold

(904) 542-5572

6. Engineer.

Nova Group

7. Name of Engineer's contact person and phone number.

Michael Brenner (707) 265-1100

C2 Wharf Improvements MCC-756

1. Description and location of work.

Upgrade existing wharf to accommodate nuclear class aircraft carriers, including electrical steam, sewer and water upgrades

2. Contract amount.

\$5,817,100.00

3. Dates work was performed.

9/13/2001 - 12/6/2002

4. Owner.

U.S. Navy

5. Name of Owner's contact person and phone number.

Larry Fisk (846) 820-5923

Barbara Czinder (904) 270-6317

6. Engineer.

NAVFAC EFA Southeast

7. Name of Engineer's contact person and phone number.

Jorge Cuadros / Haley P. Lipski (904) 270-6317

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MIL-CON ELECTRIC COMPANY

P-777 Wharf Charlie Improvements MCC-997

1. Description and location of work.

Renovation / modification of an existing wharf which include new electrical and communications igloos, new secondary electrical and communications distribution to the igloos. Security system, wiring including traffic loops, turnstiles, motorized gates and area lighting.

2. Contract amount.

\$1,233,500.00

3. Dates work was performed.

8/25/2010 – 3/14/2013

4. Owner.

U.S. Navy, NAVFAC Southeast

5. Name of Owner's contact person and phone number.

Angela Bushey

(904) 270-7141

6. Engineer.

CH2M HILL

7. Name of Engineer's contact person and phone number.

Max Mozo / Jack Barton

(904) 733-9119

Wharf Alpha Improvements MCC-979

1. Description and location of work.

Renovation of an existing wharf which will include new electrical and communications igloos, new primary and secondary electrical distribution including transformers, switchgear and a new CMU climatized building to house new equipment.

2. Contract amount.

\$3,184,000.00

3. Dates work was performed.

05/18/2011 – 12/05/2011

4. Owner.

U.S. Navy, NAVFAC Southeast

5. Name of Owner's contact person and phone number.

Debbie Thomerson

(904) 542-6200

6. Engineer.

CH2M HILL

7. Name of Engineer's contact person and phone number.

Jeff Hellstrom / Jack Barton

(904) 733-9119

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www.mil-con.com

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MIL-CON ELECTRIC COMPANY

Home-Porting Fast Response Cutters MCC-1003

1. Description and location of work.

Demo existing shore-ties and substations and replace with new. Installation of new electrical systems including primary / secondary and communications, security and outside plant communications for new support building and existing buildings.

2. Contract amount.

\$2,471,491.60

3. Dates work was performed.

06/07/2011 – 10/21/2012

4. Owner.

U.S. Coast Guard

5. Name of Owner's contact person and phone number.

Lt. Dirk Hempworth (305) 292-8756

Heather Salisbury (757) 852-3436

6. Engineer.

The Haskell Company

7. Name of Engineer's contact person and phone number.

Merle Hawkins

(904) 791-4900

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www.mil-con.com

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AC# 5110907

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L10082100839

DATE	BATCH NUMBER	LICENSE NBR
08/21/2010	108037260	EC0000605

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2012

BENTLEY, KERRY DWIGHT
DBA/ MILITARY CONST CORP
6142 LAKE GRAY BLVD
JACKSONVILLE FL 32244-5895



CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 4981048

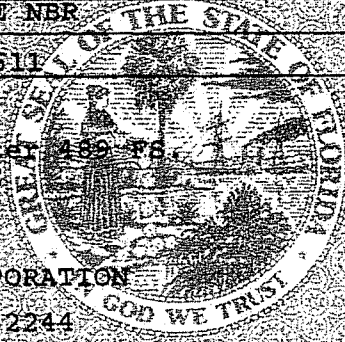
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# H10060200883

DATE	BATCH NUMBER	LICENSE NBR
06/02/2010	098159006	GGC040611

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 F.S.
Expiration Date: AUG 31, 2012



HETZ, WALTER E
MIL CON CONSTRUCTION CORPORATION
6142 LAKE GRAY BLVD
JACKSONVILLE FL 32244

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW