

## **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 the bid.)

- All Contract documents thoroughly read and understood.
- All blank spaces in Bid Form filled in, using black ink.
- Total and unit prices added correctly.
- Addenda acknowledged (if applicable).
- Subcontractors (if applicable) are named as indicated in the Proposal.
- Experience record included.
- Bid signed by authorized officer.
- Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
- Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
- 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.
- 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.
- Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
- Other forms listed below.

**Bidders shall cite compliance with these required Contract Provisions and shall include the following EXECUTED documents with bid:**

- Anti-Kickback Affidavit.
- Public Entity Crimes.
- City of Key West Indemnification Form.
- Equal Benefits for Domestic Partners Affidavit.
- Cone of Silence Affidavit.
- Non-collusion Affidavit.
- Lobbying Restrictions Certification

**Failure to include the above forms may result in a determination that the proposal is nonresponsive.**

**Additionally, a signed bid shall indicate acknowledgement and compliance with the following federal regulations on pages 67-72 of the Supplementary Conditions:**

- Access by Grantee
- Copyrights
- Disadvantaged Business Enterprises (DBE)
- Energy Policy & Conservation Act
- Equal Employment Opportunity
- Contract Hours & Safety Standards
- Clean Air Act
- Federal Water Pollution Control Act
- Disbarment & Suspension
- Byrd Anti-Lobbying Amendment
- Procurement of Recovered Materials
- Retention of All Records
- Additional Federal Regulations

## PROPOSAL

**TO:** CITY OF KEY WEST  
**ADDRESS:** 1300 WHITE STREET  
P.O. BOX 1409  
KEY WEST, FLORIDA 33041

**PROJECT TITLE:** ITB #18-036: AQUARIUM SEAWALL

**ENGINEERING PROJECT NUMBER:** HU 1701E01

### **BIDDER'S INFORMATION**

**Contact Name:** Scott Alfele  
**Email:** Info@Ebsaryfoundationco.com  
**Telephone:** 305-325-0530

### BIDDER'S DECLARATION AND UNDERSTANDING

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

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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data that he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

## CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within ten (10) days including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will, at that time deliver to the Owner evidence of holding the required licenses and certificates, and will, to the extent of his Proposal, 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

The 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 TIME

The Bidder further agrees to begin work within ten (10) calendar days after the date of the Notice to Proceed. Contractors need to submit a construction plan (including, but not limited to; staging plan, equipment, and work schedule) with the bid for approval. **Project shall be completed within one hundred fifty (150) calendar days from Notice to Proceed.**

## LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work authorized by the Contract within the time limit or extended time limit agreed upon in that Contract, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$500.00 per day for all work authorized under the Contract Documents, until the work shall have been satisfactorily completed as provided in the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

The Bidder hereby acknowledges that he has received Addenda No. 1 , 2 ,

3 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. (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 proposal(s) includes all impacts resulting from said addenda.

## SALES AND USE TAX

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated prices for the work.

## LUMP SUM

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

**BID FORM**

1. INSTALL 177 LINEAL FOOT SHEETPILE WALL WITH CONCRETE CAP

Quantity      Unit

1      LS

\$ 987,305

2. REMOVE, STORE AND RE-INSTALL 38 FOOT by 11 FOOT SECTION OF PEDESTRIAN BRIDGE

Quantity      Unit

1      LS

\$ 107,250

**TOTAL OF ALL LUMP SUM ITEMS LISTED ABOVE (1-2) (BASE BID)**

Total lump sum:

\$ 994,555

Nine Hundred Ninety-Four Thousand Five Hundred Dollars zero Cents  
(Amount written in words has precedence) Fifty-Five

**City of Key West / Aquarium Seawall - 185 LF Seawall w/ Concrete Cap**

Direct Cost	Description	Quantity*	Units	Unit Price	Amount
<b>General</b>					
	Bonds, Permits & Insurance	1	LS	22,500 -	22,500
	Staging Area (provided by City of Key West)	1	LS	3,250 -	3,250
	General Site Preparation & MOT	1	LS	3,900 -	3,900
	NPDES Compliance	1	LS	5,175 -	5,175
	Mobilization/Demobilization	1	LS	111,500 -	111,500
	Preconstruction Video Survey	1	EA	2,500 -	2,500
	Vibration Monitoring during Driving Activities	1	LS	10,900 -	10,900
	Temporary Construction Fencing (6' High with Wind Screen & Sandbags)	1	LS	11,000 -	11,000
<b>Site Work</b>					
	Relocate Rip-Rap, Seawall Sawcut, Demolition & Excavation as Required	1	LS	51,500 -	51,500
	Clean Imported Fill	140	CY	250 -	35,000
	Site Restoration	1	LS	20,500 -	20,500
	Testing - Allowance for Concrete	1	LS	4,600 -	4,600
<b>Bridge Work</b>					
	Deconstruct Timber Bridge Span per Artibus Plans	1	LS	23,750 -	23,750
	Reconstruct Timber Bridge Span per Artibus Plans	1	LS	93,500 -	93,500
<b>Seawall</b>					
	DZ-95 ASTM A690 Gr 50, 40' Lengths, (F&I, Barge Driven, includes freight)	105	LF	1,830 -	192,150
	EZ-95 ASTM A690 Gr 50, 30' Lengths, (F&I, Barge Driven, includes freight)	80	LF	1,475 -	118,000
	Concrete - Cap 1 (6,000 PSI, Ext. Aggressive Env., with forms, installed with FDOT Class 5 Finish Coating)	10	CY	2,900 -	29,000
	Concrete - Cap 2 (6,000 PSI, Ext. Aggressive Env., with forms, installed with FDOT Class 5 Finish Coating)	15	CY	2,725 -	41,625
	Concrete - Cap 3 (6,000 PSI, Ext. Aggressive Env., with forms, installed with FDOT Class 5 Finish Coating)	15	CY	2,725 -	41,625
	Rebar - #5 1.043# per FT, 90 pieces at 20' each = 1,400 LF = 1,460 LB, A615, Grade 60	1,800	LF	5.90 -	10,740
	Rebar - #3, Stirrups, 0.668# per FT, 280 pieces each 6ft = 1,680 LF @ 9-in OC, Grade 60	280	EA	35.50 -	9,740
	Rebar - #5, 1.043# per FT, 20 corner bar pieces at 10' each = 200 LF = 209 LB, A615, Grade 60	20	EA	90 -	1,600
	Concrete - West End Return Wall Closure Pour	5	CY	2,600 -	13,000
	Concrete - East End Closure Pour	3	CY	2,950 -	8,550
	Stormwater/Utility Extensions through/over Seawall	1	LS	25,500 -	25,500
	Filter Fabric	1,800	SF	6.75 -	12,140
<b>Timber Pilings</b>					
	Remove Decking as Required	1	LS	19,000 -	19,000
	Remove Timber Pilings	34	EA	1,100 -	37,400
	Replace Timber Pilings (40' Lengths, driven to -33 NGVD)	30	EA	1,500 -	45,000
	<b>BASE BID SUBTOTAL</b>			<b>994,</b>	<b>555.04</b>

\* Quantities provided for information only, Bidder responsible for verifying all values.



**THE CITY OF KEY WEST**

1300 White Street  
Key West, FL 33040

**ADDENDUM NO. 1 – AQUARIUM SEAWALL REPAIR  
ITB 18-036**

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 hereby addended in accordance with the following items:

- Pre-bid meeting agenda and summary
- Answers to ITB questions
- Pre-bid meeting sign-in sheets

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All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. This Addendum does not alter the bid-opening date of September 12<sup>th</sup>, 2018 at 3:00pm. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
Signature

Ebsary Foundation Company  
Name of Business



## THE CITY OF KEY WEST

1300 White Street  
Key West, FL 33040

### ADDENDUM NO. 2 – AQUARIUM SEAWALL REPAIR ITB 18-036

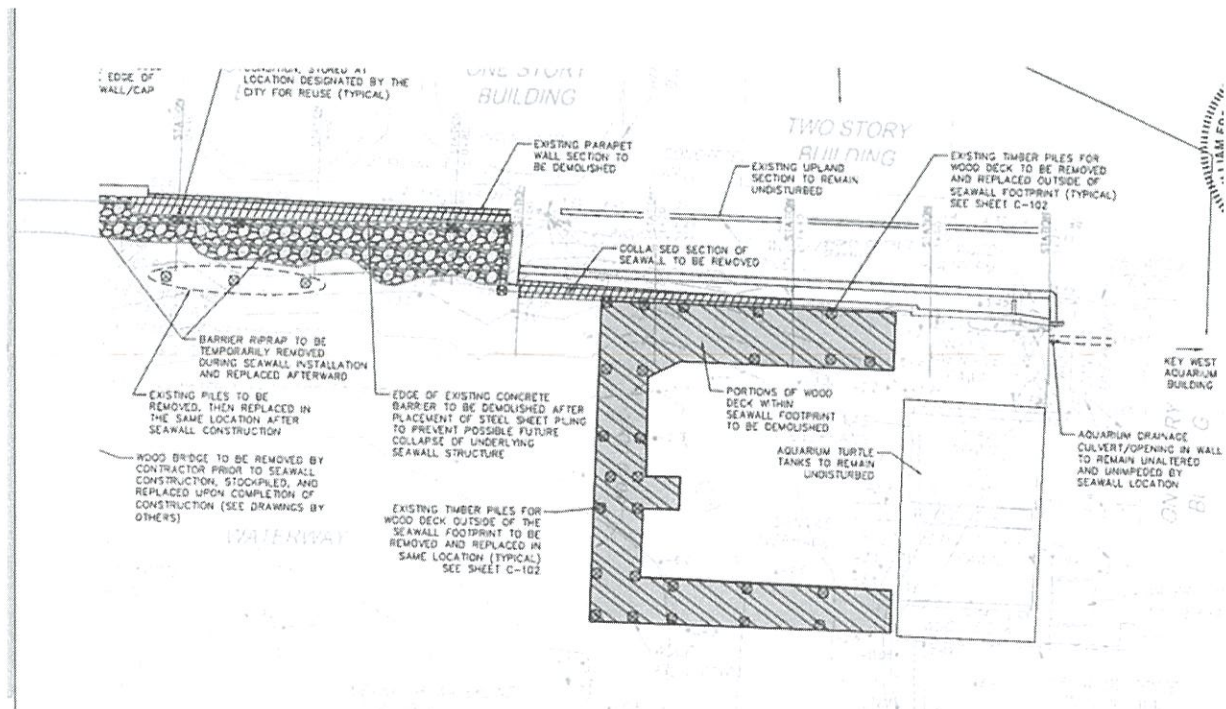
This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

#### ITB Questions Submitted

1. Please reconsider the requirement of Jones Act coverage.


**City will not require Jones Act coverage so long as barge will largely remain in place in aquarium basin. If barge is to be relocated on a regular basis, Jones Act coverage will be required for tug captain.**

2. In page C-101 the existing wood deck (shown in red below) call to be removed and stockpiled during construction and replaced. The construction plans do not show any details in how and what kind of materials should be replaced.



**Remove only wood decking and pilings required for wall installation. Bidder will not be required to replace any decking. All pilings removed will be required to be replaced per the plans.**

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the addendum with their proposal. This Addendum does not alter the bid-opening date of September 12<sup>th</sup>, 2018 at 3:00pm. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

 \_\_\_\_\_ Ebsary Foundation Company  
Signature Name of Business





**THE CITY OF KEY WEST**

1300 White Street  
Key West, FL 33040

**ADDENDUM NO. 3 – AQUARIUM SEAWALL REPAIR ITB 18-036**

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 hereby addended in accordance with the following items:

**I. THIS ADDENDUM CHANGES THE BID OPENING DATE TO SEPTEMBER 26, 2018 at 3:00 p.m. Additional questions on this project will be accepted until 5:00 p.m. EDT on Thursday, September 13, 2018.**

**II. Answers to ITB questions:**

- The plans call out remove/replace deck and dock with pile quantities. Please confirm Prebid discussions stating contractor removing only the dock and piling that obstructed construction, and building back only piling previously removed with new timber piling.

See Addendum No. 2

- Can the Electrical lines under the pedestrian bridge stay out of service for the duration of construction or will a temporary crossing need to be provided across the span?

Electrical lines under pedestrian bridge can stay out of service for duration of project and will be replaced by contractor upon reinstallation of bridge.


- Will the City require contractors bridge lift plan and lifting brackets be signed and sealed by an engineer?

The Contractor shall be fully responsible for all construction means and methods regarding lifting and moving of bridge superstructure. No additional engineered plans will be required by the City.

- During prebid it was discussed the aquarium may elect to have awarded contractor install piling while inside aquarium lagoon. Please confirm City of Key West is aggregable to extending contract duration and delaying the re-installation of bridge span to allow time to install piling for aquarium.

City is willing to consider a reasonable extension of contract duration to allow installation of pilings for Key West Aquarium. Extensions to enable the Aquarium to complete the permitting process, for example, will not be considered reasonable.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 by submitting the addendum with their proposal. **This Addendum changes the bid-opening date to September 26<sup>th</sup>, 2018 at 3:00pm.** Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

 \_\_\_\_\_  
Signature

Ebsary Foundation Company  
Name of Business

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:

Portion of Work: Cast in Place Concrete

Name: 3C Construction

Address: 3601 NW 55 Street, Ste 201 Miami, FL 33142

Portion of Work: Cast in PLace Concrete

Name: Bella Construction

Address: 35 Diamond Drive Key West FL 33040

Portion of Work: Engineering Services

Name: Universal Engineering

Address: 9960 NW 116th Way ste 8 Medley, FL 33178

SURETY

Matson Charlton Surety Group whose address is

700 South Dixie Highway Ste 100, Miami, FL, 33146  
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is: Ebsary Foundation Company

Doing business at 2154 NW North River Drive

City Miami State FL Zip 33125

This address is where all communications concerning this Bid 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:

Name	Title
Scott Alfele	President
Matt Shiring	VP
Yvette Aubin	VP
Mike Gonzalez	VP
Richard Ebsary	Chairman

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Signature of Bidder \_\_\_\_\_ N/A \_\_\_\_\_

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 21 day of September, 2018.

(SEAL)

Name of Corporation

By: \_\_\_\_\_ Scott Alfele 

Title: \_\_\_\_\_ President \_\_\_\_\_

Attest: \_\_\_\_\_ 

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 clients, construction costs, and references with phone numbers. Use additional sheets if necessary.)

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NOAA Design Build Docking Facility – National Oceanic and Atmospheric Administration – Design Build Services for Reconstruction of 4 fixed docks at the NOAA facility in Key West. Contract Value \$ 680,000. Lisa Symons, Facility Superintendent, NOAA, (305) 434-9370, lisa.symons@noaa.gov

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Replacement of Dolphin Pier – City of Key West – Demo existing pile and timber dock and replace with new Floating Dock. Contract Value: \$ 883,960. Karen Olson., Engineering Department, City of Key West, 305-809-3803, kolson@cityofkeywest-fl.gov

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Truman Annex Seawall – City of Key West – Design Build Services for 350 feet of new anchored steel sheet pile Seawall for the Docking Facility at the NOAA facility in Key West. Contract Value \$ 1,163,575. L. Creed Howell, Construction Manager, City of Key West, 305-809-3963, lhowell@cityofkeywest-fl.gov

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Key West Bight Hurricane Irma Repairs, City of Key West, \$389,000, Meridian Engineering, Karen Olson 305-809-3803

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Conch Harbor Pile Driving, McKendry Builders, \$250,000, Meridian Engineering, Dustin Hunter 843-751-6187

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121 Marina Seawall – Remove Rock Seawall and replace with 425' Steel Sheet Pile Bulkhead. Work includes Riprap removal, Excavation, Furnish and Install Steel Sheet Pile Seawall with CIP Concrete Cap and Timber Fender Pile. Contract Value \$920,000. Thomas Gutierrez, Juneau Construction, (305) 438-7666, Tgutierrez@juneaucc.com

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Manatee Bend Shoreline Improvements – City of Miami – Furnish and Install Seawall Reconstruction. Contract Value: \$ 597,464.44. Jeovanny Rodriguez, City of Miami, (305) 416-1395, jrodriguez@miamigov.com

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FPL Discharge Sheet Pile Wall Supply and Install – Florida Power and Light – Construction of new steel sheet piling bulkhead inside the discharge canal. Contract Value: \$1,492,800.00. Bill Figler, Florida Power and Light, (561) 694-4749, William.figler@fpl.com

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Hurricane Sandy Water Front Repairs, Naval Station Guantanamo Bay Cuba – Naval Facilities Engineering Command Southeast – Installation of 19 ea. 12" x 40ft Driven Pipe Piling. Contract Value: \$ 201,000. Willie Dobes, Harry Pepper and Associates, (904) 721-3300, wdobes@hpepper.com

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Island Gardens Megayacht Marina (Bulkhead & Med Moor System Construction) – Furnish/install 921 foot long anchored steel sheet pile bulkhead and Augercast and Chain Med Moor anchorage system. Contract Value \$ 3,150,000. Michael Pelczar, Flagstone Properties, LLC, (954) 253-5539 mpelczar@flagstonegroup.com

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FPL Pipe Bridge Replacement and South Bank Stabilization Project – Florida Power and Light – Construction of new elevated pipe Bridge and demolition of existing pipe bridge and construction of new sheet piling bulkhead. Contract Value: \$1,989,000. Bill Figler, Florida Power and Light, (561) 694-4749, William.figler@fpl.com

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Area 2 (Bay 177-183) Construction of Seawall – Miami-Dade County Seaport Department – Construction of new 600ft Long anchored bulkhead with backfill, dredging and rip-rap relocation. Contract Value: \$ 9,676,000.00. Kari Garland, Miami Dade County Seaport Department, kari@miamidade.gov, (305) 347-4974

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Wharves Strengthening Program, Cargo Wharves I to VII – Miami-Dade County Seaport Department – Furnish/install replacement steel sheet pile bulkhead, driven 30" pipe piling and cast-in-place concrete breasting structures. Contract Value: \$ 22,144,822.00. Odebrecht Construction Company, Luiz Simon (305) 341-8800, lsimon@odebrecht.com Juan Bergouignan, Miami Dade County Seaport Department (305) 347-4974

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Fisher Island Bulkhead Replacement Project – Demolition and installation of new seawall and repair of existing seawall. Installation of steel sheet piling, driven concrete piles, grouted soil anchors with double channel waler, cast-in-place concrete cap and concrete toe wall. Contract Value: \$ 5,764,000.00. Nick Azar, Fisher Island Community Association, (305) 695-3069, nazar@fisherislandfca.com

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South Pointe Pier Replacement Project – City of Miami Beach – Demolition and installation of new concrete fishing pier. Contract Value: \$ 1,365,250.00. Marty Murphy, Jr., Murphy Construction Company, (561) 655-3634, martinmurphy@themurphyco.com

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Arch Creek Bike Path & Pedestrian Bridge Replacement Project – City of North Miami – Furnish and install 2 ea. 60ft x 8ft prefabricated steel truss pedestrian bridges supported by 24" prestressed concrete pile and footers. Contract Value: \$ 487,531.00. Ruby Johnson, City of North Miami, (305) 895-9887, rcrenshaw@northmiamifl.gov

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Additional Projects and References can be Provided Upon Request

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**FLORIDA BID BOND**

BOND NO. N/A - BID BOND

AMOUNT: \$ 5% OF THE AMOUNT BID

KNOW ALL MEN BY THESE PRESENTS, that EBSARY FOUNDATION COMPANY

hereinafter called the PRINCIPAL, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
a corporation duly organized under the laws of the State of CONNECTICUT having  
its principal place of business at ONE TOWER SQUARE, HARTFORD, CT 06183

\_\_\_\_\_ in the State  
of CONNECTICUT and authorized to do business in the State of Florida, as SURETY, are held  
firmly bound unto <sup>\*CITY OF KEY WEST</sup> hereinafter called the Obligee, in the sum of FIVE PERCENT OF  
THE AMOUNT BID DOLLARS (\$ 5%----- )

for the payment for which we bind ourselves, our heirs, executors, administrators, successors,  
and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Proposal for: ITB #18-036:  
AQUARIUM SEAWALL REPAIR/ HU 1701E01, 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 labor, materials, (except those 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:

ITB #18-036: AQUARIUM SEAWALLREPAIR/ HU 1701E01

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 5 working days after written notice  
having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 5  
working days after written notice of such acceptance, enters into a written Contract with the  
OBLIGEE 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 12TH day of SEPTEMBER, 2018.

EBSARY FOUNDATION COMPANY

PRINCIPAL

By: 

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

SURETY

By: 

Attorney-In-Fact JOHN W. CHARLTON

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POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216588

Certificate No. 007368530

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

D. W. Matson III, and John W. Charlton

of the City of Coral Gables, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of September, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 6th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12<sup>th</sup> day of September, 20 18

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



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: [Signature]

Sworn and subscribed before me this

21 day of September, 2018.

[Signature]  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7-12-19



\* \* \* \* \*



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.)

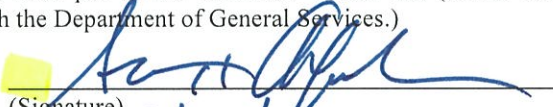
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

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

  
(Signature)  
9/21/18  
(Date)

STATE OF FLORIDA

COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Scott Alfele who, after first being sworn by me, affixed his/her signature in the  
(Name of individual signing)

space provided above on this 21 day of September, 2018.

My commission expires:  
NOTARY PUBLIC





**CITY OF KEY WEST INDEMNIFICATION FORM**

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

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

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

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

CONTRACTOR: Ebsary Foundation Company

**SEAL:**

2154 NW North River Drive Miami FL 33125

Address



Signature

Scott Alfele

Print Name

President

Title

DATE:

9/21/18 

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida )  
: SS  
COUNTY OF Miami-Dade )

I, the undersigned hereby duly sworn, depose and say that the firm of Ebsary Foundation Co., provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: [Signature]

Sworn and subscribed before me this

21 day of September, 2018.

[Signature]  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7.12.19



CONE OF SILENCE AFFIDAVIT

STATE OF Florida )  
 : SS  
COUNTY OF Miami-Dade )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Ebsary Foundation Company have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

By: [Signature]

Sworn and subscribed before me this

21 Day of September, 2018.

[Signature]

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7-12-19



## 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 publicly 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.

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**NON-COLLUSION AFFIDAVIT**

STATE OF Florida )  
 : SS  
COUNTY OF Miami-Dade )

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

By: 

Sworn and subscribed before me this

21 day of September, 2018.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7-12-19



**LOBBYING RESTRICTIONS**


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 Signature of Contractor's Authorized Official

Scott Alfele - President Name and Title of Contractor's Authorized Official

9/21/18 Date

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