

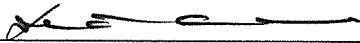
Notice to Bidder: Use Black Ink or Type For Completing the Form.

**BID**

**To:** The City of Key West  
**Address:** 3126 Flagler Ave, Key West, Florida 33040  
**Project Title:** POLICE STATION WINDOWS REPLACEMENT  
**Project:** ITB #13-003

**BIDDER'S INFORMATION**

**Name:** Contracting Specialists Inc SE  
**Address:** 1600 North Powerline Road  
Pompano Beach FL 33069  
**Contact Name:** Wallace L Frigon Sr  
wfrigon@contractingspecialists.com  
**Email:**  
**Telephone:** 954 786 3223  
954 786 3228  
**Fax:**

**Signature:**  **Date:** 6/18/13  
Don T Kearney, Vice President

**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/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself 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 that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

**CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

**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 TIME**

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

**LIQUIDATED DAMAGES**

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

**ADDENDA**

The Bidder hereby acknowledges that he has received Addenda No's. 1 , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ (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.

### **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 Contractor 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.”

### **LUMP SUM BASE BID**

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment 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. Final lump sum payments will be adjusted based on actual units and unit prices.

**BID FORM**

**ITB #13-003: POLICE STATION WINDOWS REPLACEMENT**

**LUMP SUM BASE BID PRICE**

\$ 299,360.00

**Bid Total in Words**

Two hundred ninety nine thousand three hundred sixty and 00/100 Dollars

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**BID ALTERNATIVES**

Please indicate whether the Alternate is an addition or deduction from the Base Bid

**ALTERNATE 1 (Total Dollar Addition/Deduction to Base Bid)**

\$ 1,324.00 (Addition)

**In Words**

One thousand three hundred twenty four and 00/100 Dollars

**ALTERNATE 2 (Total Dollar Addition/Deduction to Base Bid)**

\$ 10,935.00 (Addition)

**In Words**

Ten thousand nine hundred thirty five and 00/100 Dollars

**ALTERNATE 3 (Total Dollar Addition/Deduction to Base Bid)**

\$ 23,607.00 (Addition)

**In Words**

Twenty three thousand six hundred seven and 00/100 Dollars

**ALTERNATE 4 (Total Dollar Addition/Deduction to Base Bid)**

\$ 26,730.00 (Addition)

**In Words**

Twenty six thousand seven hundred thirty and 00/100 Dollars

**BID BREAKDOWN\***

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Base Bid and Alternate Bid prices and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

**\*FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

**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: Window Removal & Installation

Name: WindReady

Address: 7539 NW 52nd Street, Miami, FL 33166

Portion of Work: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

BIDDER

The name of the Bidder submitting this Bid is: Contracting Specialists Inc SE

Doing business at 1600 North Powerline Road

City Pompano Beach State FL Zip 33069

Telephone No. 954 786 3223

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
Abhi Tipnis	President
Don T Kearney	Vice President
Wallace L Frigon Sr	Clerk
Mark A Johnson	Treasurer

**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 18<sup>th</sup> day of June, 2013.

(SEAL)

Name of Corporation \_\_\_\_\_

By: [Signature] \_\_\_\_\_

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

Attest: [Signature] \_\_\_\_\_

Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_

North American Specialty Insurance Company  
Manchester, New Hampshire 03101

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That We, Contracting Specialists, Inc. – South East  
of Pompano Beach, FL as Principal and North American Specialty Insurance Company, of  
Manchester, New Hampshire, as Surety, a New Hampshire corporation duly licensed to do business in the State of  
Florida are held and firmly bound unto  
The City of Key West, Key West, Florida as Obligee,  
in the penal sum of Five Percent Of Amount Bid Dollars (\$ 5% ),  
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.


THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted, or is about  
to submit, a proposal or a bid to the Obligee on a contract for Police Station Windows Replacement

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within  
the period specified therefore, or, if no period be specified, within ten (10) days after the notice of such award enter  
into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void,  
otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the  
bid of said principal and the amount for which the obligee may legally contract with another party to perform the  
work if the latter amount be in excess of the former; in no event shall the liability hereunder exceed the penal sum  
hereof.

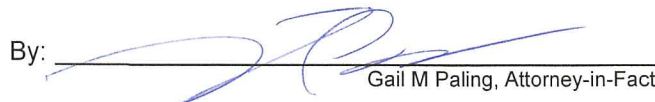
PROVIDED AND SUBJECT OF THE CONDITION PRECEDENT, that any suits at law or proceedings in  
equity brought or to brought against the Surety to recover any claim hereunder must be instituted and service had  
upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 19th day of June, 20 13

Contracting Specialists, Inc. – South East  
Principal

By: 

**North American Specialty Insurance Company**

By:   
Gail M Paling, Attorney-in-Fact



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOSEPH J. LANE, MICHELLE K. BOUCHER,

GAIL M. PALING and JUSTIN J. SILVA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



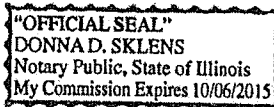
By David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 20th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 20th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of June, 2013.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB 13 003 for Police Station Windows Replacement
  
2. This sworn statement is submitted by Contracting Specialists Inc SE  
(Name of entity submitting sworn statement)  
whose business address is 1600 North Powerline Road  
Pompano Beach FL 33069  
and (if applicable) its Federal Employer Identification Number (FEIN) is 200734329 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)  

Don T Kearney
  
3. My name is Don T Kearney and my relationship to  
(Please print name of individual signing)  
the entity named above is Vice President of the Corporation
  
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 entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
  
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural





**CITY OF KEY WEST INDEMNIFICATION FORM**

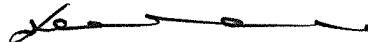
To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of Contractor's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: Contracting Specialists Inc SE

SEAL:

1600 North Powerline Road Pompano Beach FL 33069  
Address

  
Signature

Don T Kearney  
Print Name

Vice President  
Title

6/18/13  
Date

not applicable

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22  
SECTION 2-798**

**PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT**

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:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

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

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

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank





**CONTRACTING SPECIALISTS**  
INCORPORATED

June 18, 2013

The Office of the Clerk  
City of Key West  
3126 Flagler Avenue  
Key West Florida 33040

Re: Bid for Police Station Windows Replacement

Please be advised of the status of Legal actions against Contracting Specialists Inc SE (CSI SE):

- In the last three years there have been no legal actions against CSI SE
- There are no pending or existing actions against CSI SE

Sincerely,

A handwritten signature in blue ink, appearing to read "Don T. Kearney", is written over a horizontal line.

Don T Kearney  
Vice President

**CORPORATE OFFICE**

Boston, MA

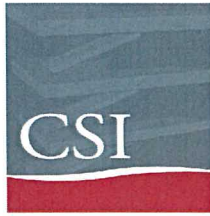
**REGIONAL OFFICES**

Fort Lauderdale, FL

Portland, ME

Washington, DC





**CONTRACTING SPECIALISTS**  
INCORPORATED

## REFERENCES

### **The Perry South Beach**

Miami Beach Florida  
Owner: Starwood/Lefrak  
Mr Mark Piekarz 512-917-2507

### **Palm Aire at Coral Keys**

Light House Point FL  
Owner: Palm Aire at Coral Keys  
Mr Don Sullivan 561-347-1920

### **Broward County Housing Authority**

Impact Window and Storefront  
Deerfield FL  
Owner: Broward County Housing Authority  
Ms. Barbara Segal 954-739-1114

#### **CORPORATE OFFICE**

Boston, MA

#### **REGIONAL OFFICES**

Fort Lauderdale, FL

Portland, ME

Washington, DC

POLICE STATION WINDOWS REPLACEMENT

ITB 13-003

SCHEDULE OF VALUES

Item No.	Description	Quantity	U/M	Unit Price	Price
1	Mobilization	1.00	LS	\$ 5,000	\$ 5,000
2	Construction Permit	1.00	LS	\$ 4,215	\$ 4,215
3	General Conditions	1.00	LS	\$ 12,000	\$ 12,000
4	Removal / Installation of Windows	63.00	EA	\$ 3,540	\$ 223,020
5	Removal / Replacement Exterior Wall Finishes	63.00	EA	\$ 600	\$ 37,800
6	Removal / Replacement Interior Wall Finishes	63.00	EA	\$ 275	\$ 17,325
TOTAL BASE BID PRICE					\$ 299,360