



ITB Project #: 14-008
Maintenance Dredging of the Sunrise Canal
Due Date of Proposal: December 18, 2013
Time by which Proposals are Due: 3:00PM

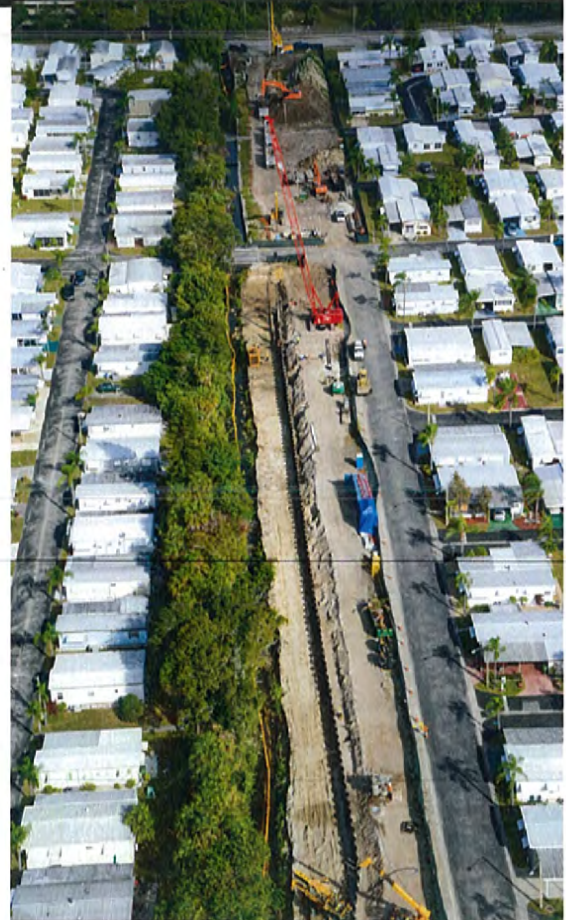
City of Key West
Office of the City Clerk
3140 Flagler Avenue
Key West, FL 33040



PAC COMM INC
4226 SW 70th Court
Miami, FL 33155
Office: 305-381-5157
Fax: 305-357-7978



Invitation to Bid Project #: 14-008 Maintenance Dredging of the Sunrise Canal




PAC COMM INC
4226 SW 70th Court
Miami, FL 33155
Office: 305-381-5157
Fax: 305-357-7978

<http://www.paccomminc.com>



Invitation to Bid Project #: 14-008 Maintenance Dredging of the Sunrise Canal Title Page

Submission Information:

- Solicitation:** 14-008
- Offeror:**  PAC COMM INC
4226 SW 70th Court
Miami, FL 33155
Office: 305-381-5157
Fax: 305-357-7978
- Cage:** 5BFR5
- Duns:** 621295596
- Web Site:** <http://www.paccomminc.com>
- Pac Comm Inc. (Pac)** agrees to all terms, conditions and provisions included in the Solicitation and agrees to furnish any or all items upon which prices are offered at the price set opposite each item.
- Person authorized to negotiate and sign:
Emmanuel Pacin
President
Phone: 305.381-5157
epacin@paccomminc.com
David Juelle
Director of Operations
Phone: 305-381-5157
dj@paccomminc.com

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.



Invitation to Bid Project #: 14-008

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*Tab A
Proposal*

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: Maintenance Dredging of Sunrise Canal

City of Key West Project No.: ITB 14-008

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

Name: David Juelle

Telephone: 305-381-5157

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.

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 120 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 120 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 proceeding 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 \$100 per day for each day that expires after the time specified for Final completion.

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, _____, _____, _____, _____, (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

PERMITS:

Permits from the ACOE and FDEP have been obtained by the City. Contractor shall maintain permits on site and comply. Contractor shall obtain permits as required by the City.

BASIS OF AWARD: See Paragraph 13 under Instructions to Bidders

CONSTRUCTION ALLOWANCE

The Construction Allowance included in the award amount is to cover any possible Field Change Directives which may be required by the City that do not constitute a change in scope for the project.

	Item Description	Quantity	Units	Unit Price	Total
Construction Allowance		1	LS	10,000	10,000
Base Bid					
	Mobilization/staging and Permits	1	LS	17,166.40	17,166.40
	Survey and establishment of MSL at site	1	LS	10,116.48	10,116.48
	Insurance: Workman's Comp	1	LS	5,000.00	5,000.00
	Insurance: Longshoreman endorsement	1	LS	3,500.00	3,500.00
	Preparation of dewatering site (clearing and construction of berms)	1	LS	4,963.40	4,963.40
	Dredging Operations	1	LS	29,875.23	29,875.23
	Transportation to dewatering site	1	LS	8,061.57	8,061.57
	Removal and disposal of garbage and "non soil" materials	1	LS	5,595.68	5,595.68
	Dewatering Operations	1	LS	8,630.62	8,630.62
	Demobilization /site cleanup	1	LS	17,988.31	17,988.31
Total Base Bid Plus Construction Allowance					
Alternate Bid Item (1)					
	After dewatering: Transporting and stockpiling at 5701 College Road	250	cyd	17.453	4,362.73
Alternate Bid Item (2)					
	After dewatering: Transporting and disposal at the Pompano Beach Landfill (include estimated tipping fees)	250	cyd	139.37	34,842.50

TOTAL BASIS OF AWARD: (CONSTRUCTION ALLOWANCE+BASE BID+ALTERNATE BID ITEM (1))

One Hundred Twenty Five Thousand Sixty ^{Two Hundred} Dollars
 (Amount written in words has precedence)
 and Forty Eight Cents \$ 125,260.48.

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:

No subcontractors
Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Surety

Travelers Casualty & Surety whose address is
One Tower Square Hartford CT 06183
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is Pac Comm, Inc.

_____ doing business at

4226 SW 70 Ct Miami FL 33155
Street City State Zip

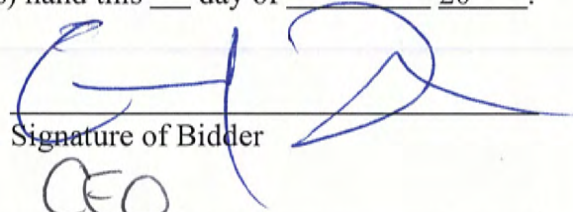
which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

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:

Emmanuel Pacin CEO

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ___ day of _____ 20__.



Signature of Bidder
CEO

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 17th day of December 2013

(SEAL)

Pac Comm, Inc
Name of Corporation

By: Emmanuel Pacin

Title: CEO

Attest: [Signature]
Secretary

END OF SECTION



Tab B
Bid Bond

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Bid Amount

KNOW ALL MEN BY THESE PRESENTS, that PAC COMM, INC.

hereinafter called the Contractor (Principal), and TRAVELERS CASUALTY AND SURETY COMPANY

OF AMERICA

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 Bid Proposal Submitted -----

----- 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 ITB 14-008 Maintenance Dredging of Sunrise Canal

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:

ITB NO. 14-008 - MAINTENANCE DREDGING OF THE SUNRISE CANAL

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.

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 Oblige 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 Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 17th day of December, 2013.

PAC COMM, INC.

Principal

By:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

By:

Attorney-In-Fact - Charles J. Nielson

END OF SECTION



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. 225989

Certificate No. 005319321

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

Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, David R. Hoover, Gicelle Pajon, Olga Iglesias, and Arthur Colley

of the City of Miami Lakes, 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 4th day of January, 2013.

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 4th day of January, 2013, 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, 2016.



[Signature]
Marie C. Tetreault, Notary Public

Tab C
Anti Kickback Affidavit

ANTI-KICKBACK AFFIDAVIT

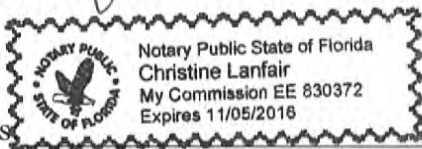
STATE OF FLORIDA)
)
) : SS
COUNTY OF MONROE)
 Dade

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]
Emmanuel Pacin-GEO

Sworn and subscribed before me this
17th day of December 20 13

[Signature]
NOTARY PUBLIC, State of Florida
at Large



My Commission Expires

END OF SECTION

Tab D
Public Entity Crimes

**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 Pac Comm, Inc.
2. This sworn statement is submitted by Pac Comm, Inc.
(name of entity submitting sworn statement)
- whose business address is 4226 SW 70 Court

_____ and (if applicable) its Federal Employer
Identification Number (FEIN) is 56-2548965

(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement _____)

3. My name is Emmanuel Pacin
(please print name of individual signing)
- and my relationship to the entity named above is CEO

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
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 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.

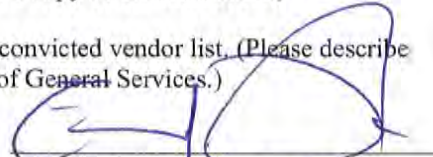
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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.)

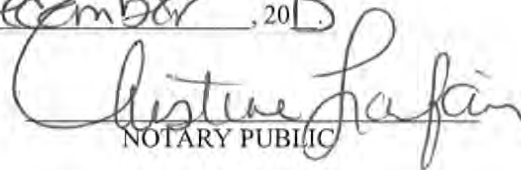

(signature)
12-17-13
(date)

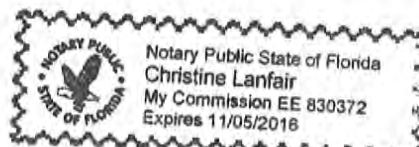
STATE OF Florida
COUNTY OF Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Emmanuel Bain who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 17th of December, 2013.

My commission expires:


NOTARY PUBLIC

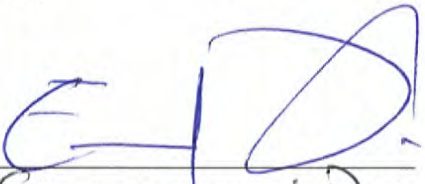


Tab E
Contractor Benefit Affidavit

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

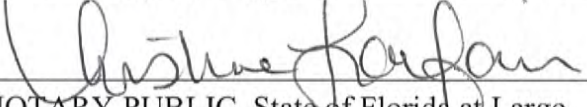
STATE OF FLORIDA)
) : SS
COUNTY OF Dade)

I, the undersigned hereby duly sworn, depose and say that the firm of PacComm, Inc. 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: 
Emmanuel Pacin
CEO

Sworn and subscribed before me this

17th day of December, 2013


NOTARY PUBLIC, State of Florida at Large



My Commission Expires: _____

City Ordinance Sec. 2-799

Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
 - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained

by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

- (8) ***Equal benefits*** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.

- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
 - (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
 - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
 - (d) Enforcement. If the contractor fails to comply with the provisions of this section:
 - (1) The failure to comply may be deemed to be a material breach of the covered contract; or
 - (2) The city may terminate the covered contract; or
 - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
 - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
 - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
 - (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured

pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").

- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
 - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
 - a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.

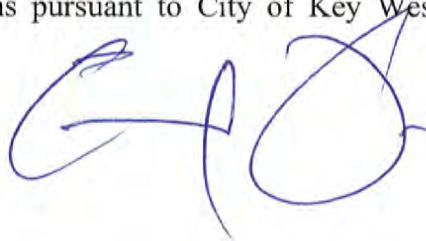
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

Tab F
Cone of Silence Affidavit


CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Dade)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Fac Comm, Inc 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).



Sworn and subscribed before me this

17th day of December, 20 13

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



Sec. 2-773. Cone of Silence

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

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

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

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

- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

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

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each

Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

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

*Tab G
Key West Indemnification Form*

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 "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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

CONTRACTOR: Pac Comm, Inc. SEAL: _____
4226 SW 70 court Miami, FL 33155
Address _____
[Signature]
Signature _____
Emmanuel Pacin
Print Name _____
CEO
Title _____
DATE: December 17, 2013

Tab H
Local Vendor Preference Form

**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 Pac Comm, Inc Phone: _____

Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

not applicable

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

*Tab 1
Relevant Project List- Current and Past Projects
(5 highlighted projects are most relevant)*

Contracts on Hand
Pac Comm, Inc.

Project Name	Contact Address	Contact Person/Phone/Email	Value	Scope	Date Work was performed	Completion Date	Engineer Name, Contact Name and Phone number
Channel Widening and Retaining Wall (Wares Creek)	USA Engineering District Prudential Office BLDG 701 San Marco BLDG Jacksonville Regional Contracting Center Jacksonville, FL 32207	Erin Duffy 863.471.1741 erin.m.duffy@usace.army.mil	\$ 9,742,387.00	Dredging and Excavation of 40,000 cy of soil, installation of sheet pile wall system and earth anchors along 3,000 feet of channel, dewatering and channel by-pass, placement of granite rip rap, repairs and modifications to 18 drainage structures, demolitions, grassing, seeding and sodding	3/9/2013	Anticipated completion April 2014	Erin Duffy 863-471-1741 erin.m.duffy@usace.army.mil
Rockerman Canal Collin Worth 305 416 1022	City of Miami Capital Improvements + Transportation	Collin Worth 305 416 1022 cworth@miamigov.com	\$ 392,040.00	Enhancements and Restoration of the shoreline to include removal of exotic and invasive vegetation, site grading, minor dredging, replacement, repair and installation of rip-rap, planting of native species and the removal, trimming/windowing and planting of mangroves	1/15/2014	To be determined	Collin Worth 305-416-1022 Clay Smallwood, Preble Rish, Inc. 324 Marina Drive, Port St. Joe, FL 32456, 850-227-7200
Stumphole Revetment Phase VI	Gulf County Board of County Commissioners	Clay Smallwood- 850-227-7200- SmallwoodC@preble-rish.com	\$ 1,313,510.00	330 LF of additional armoring of area known as Stumphole located on Cape San Blas, South Gulf County, Florida	1/15/2014	175 days	

5 most relevant projects are highlighted in yellow.

Pac Comm, Inc.
Past Projects

Project Name	Location Address	Contact Person and Phone Number	Initial Value	Final Value	Scope	Date work was performed	Engineer Name, Contact Name and Phone Number
Short Term Repairs to Sigsbee Marina Boat Ramps	Building A-629, PO Box 9018, Key West, Florida 33040-9018	Melvin Herlehy 1-305-797-1648 Melvin.herlehy@navy.mil	\$ 84,618.00	\$ 84,618.00	Concrete/subbase repairs to a boat ramp system using a hydro-dam dewatering system in order to achieve an accelerated completion date.	3-8-13 to 3-22-13	US Navy- Melvin Herlehy-1-305-797-1648- Melvin.Herlehy@navy.mil
Elevator Ventilation Shaft Correction	Building A-629, PO Box 9018, Key West, Florida 33040-9018	Melvin Herlehy 1-305-797-1648 Melvin.herlehy@navy.mil	\$ 60,089.00	\$ 60,089.00	Correction of elevator vents and duct system	1-22-13 to 1-30-13	US Navy- Melvin Herlehy-1-305-797-1648- Melvin.Herlehy@navy.mil
Soundproofing and Paint Comms Tower Bldg at Bldg A-4082	Building A-629, PO Box 9018, Key West, Florida 33040-9018	Melvin Herlehy 1-305-797-1648 Melvin.herlehy@navy.mil	\$ 217,277.00	\$ 217,277.00	Application of protective coating to 98' galvanized Antenna Tower, Soundproofing communication and debriefing rooms using an advanced technology sound suppression system.	12-26-12 to 2-7-13	US Navy- Melvin Herlehy-1-305-797-1648- Melvin.Herlehy@navy.mil
Dredging Boat Basin Section Jacksonville, Mayport Florida	15608 SW 117th Avenue, Miami, FL 33177-1630	Lesia K Moyer 305-278-6725 Lesia.K.Moyer@uscg.mil	\$ 142,019.66	\$ 142,019.66	Dredge and Dispose of Material from Boat Basin, Dredging of the USCG Mayport Basin to a maximum depth of 8.1', Turbidity Monitoring and Barrier placements, Comprehensive Surveying throughout duration of project, Dredging and disposal during operations of the USCG Mayport facility, without disrupting surrounding daily operations	10-29-12- 12-29-12	US Coast Guard, Lesia Moyer-305-278-6725, Lesia.K.Moyer@uscg.mil

Pac Comm, Inc.
Past Projects

Project Location	Address	Contact Person	Initial Value	Final Value	Scope	
Everglades National Park Main Park Road and Parking Area Rehabilitation	Eastern Federal Highway Administration Loudon Tech Center, 21400 Ridgetop Circle, Room 200, Sterling, VA 20166-6511	Donald McIntosh 1-606-348-4488 Donald.McIntosh@dot.gov	\$ 7,334,252.00	\$ 7,334,252.00	25 miles of reconstruction and repaving in the Everglades National Park, Pile driving within environmentally sensitive area, Asphalt Milling and repaving, Roadway stabilization, Roadway Shoulder reconstruction, Culvert Reconstruction and replacement, Striping/Raised Pavement Marking/Road Signage, Installation of 9,000 LF of ASB 8" concrete mats, Installation of rip rap, Demolition of existing piles and piers, Installation of concrete support piles, Installation on predrilling of pile holes as per DOT specs, Forming and pouring of concrete pile caps.	4/16/2012-5-20-13 Department of Transportation- Donald McIntosh- 606-348- 4488- Donald.McIntosh@dot.gov
Waterways Shoreline Stabilization	Waterways at Quiet Waters Homeowners Association 1600 Waterways Blvd Deerfield Beach, FL 33442	Wes Scott 1-954-480-7176 WesScott@sfrcd.org	\$ 1,702,223.62	\$ 1,702,223.62	Clearing and grubbing of existing shoreline, Laser grading of shoreline slopes, Installation of 9,000 lf of ASB concrete mats, subaqueous installation of Fabriform concrete mat system, Installation of 1,500 LF of aluminum sheet pile and Installation of Manta Ray soil anchoring system, Installation of Articulation Block System along 2 miles of shoreline, Restoration of sod and landscaping along shoreline	3-29-12 to 10-29-12 Wes Scott- 1-954-480-7176 WesScott@sfrcd.org

Pac Comm, Inc.
Past Projects

Project- Location	Address	Contact Person	Initial Value	Final Value	Scope	
John U Lloyd Beach State Park	3540 Thomasville Road, Tallahassee, FL 32309-3413	Michael Foster 1-850-488-8372 Michael.Foster@dep.state.fl.us	\$ 520,050.00	\$ 520,050.00	Dredging and removal of jetty enbankment and repairs. Dewatering in environmentally sensitive area. Repairing and stabilizing 990' of jetty system, forming and pouring concrete cap over jetty, sealing of jetty sand seepage through jetty portion along the beach, dewatering along southern portion of jetty in order to seal sand seepage, placement of granite boulders.	Department of Environmental Protection- Michael Foster- 850-488-8372- Michael.Foster@dep.state.fl.u s
Fl. Jefferson Dock and Pier Replacement- Dry Tortugas	40001 State Road 9336 Homestead, FL 33034/549 South Street, Quincy, MA 02169	Mike Savage/Kyle Grindle 305-242- 7776 or 617-890-0600 Kgrindle@jcashman.com Mike_Savage@nps.gov	\$ 512,000.00	\$ 512,000.00	Pile driving. Demolition of existing piles and piers. Installation of concrete support piles. Installation of predrill of pile holes as per DOT specs. Forming and pouring of concrete pile caps.	Kyle Grindle-617-890-0600, Kgrindle@jcashman.com 4-28-2011-6-28-2011

Pac Comm, Inc.
Past Projects

Project- Location	Address	Contact Person	Initial Value	Final Value	Scope		
East Cape & Homestead Canal Dams	Everglades National Park 950 N. Krome Avenue, 3rd Floor, #31, Homestead, FL 33030 549 South Street, Quincy, MA 02169	Dewitt Smith 305-224-4218 Dewitt_Smith@nps.gov or Chris Sheedy 617-890-0600 Csheedy@jaycashman.com	\$ 6,119,056.00	\$ 6,119,056.00	Clearing and grubbing, 490 LF of steel sheeting, two steel bulkheads were placed across the canal 100 feet apart, 2200 cubic yards of limestone sand fill was placed between the bulkheads. Sand was placed hydraulically via a 2 mile long pipeline due to remoteness of property, 2000 tons of riprap stone was placed around the adjacent land areas and along the steel sheeting of each dam. Silt fencing was installed to protect the waterway and act as a barrier to the native species.	04-01-2012-Present	URS-Daniel Levy- 7650 Corp Center Drive, Miami, FL 33126 dan.levy@urs.com 305-514-2463
Family Dollar	105660 Overseas Highway, Key Largo, FL	Adam Castallenos 305-754-6870 Acastallenos@familydollar.com	\$ 220,000.00	\$ 220,000.00	Tenant Build out including Mechanical, Electrical and Plumbing. All work completed within 30 days.	Feb-11	Adam Castallenos 305-754-6870 Acastallenos@familydollar.com
JIATFS Antennas Site Work	Building A-629, PO Box 9018, Key West, Florida 33040-9018	Melvin Herlehy 1-305-797-1648 Melvin.herlehy@navy.mil	298986	298986	Installation of Spiracone Antenna Bases within a Wetland area, Excavation and dewatering for duct banks, Installation of 1.5 miles of communication and electrical lines, Installation and placement of cable trays throughout high security and high clearance areas	8-7-13 to 10-16-13	US Navy- Melvin Herlehy-1-305-797-1648- Melvin.Herlehy@navy.mil

Pac Comm, Inc.
Past Projects

Project-Location	Address	Contact Person	Initial Value	Final Value	Scope	
South Chamber Guidewall Repair	USA Engineering District, Jacksonville, 701 San Marco Blvd, Jacksonville Regional Contracting Center, Jacksonville, FL 32207	Richard Thomas 904-398-8071 Richard.Thomas@acee.army.mil	\$ 2,424,972.24		Guidewall Repair, Furnishing of new fiberglass/concrete composite marine fillings, Fender and Hardware installation, Environmental awareness while maintaining productivity, dismantling of creosote pile structure, Installation of lancaster pile system, Maintaining productivity while minimizing impact to local barge and vessel traffic, Assembly of an HTP plastic reinforced lumber manufactured by Bedford Technologies	11-26-12 to 10-15-13
						Army Corp of Engineers- Richard Thomas 904-398- 8071- Richard.Thomas@acee.army. mil

