

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: Replacement of Electrical Systems: Wahoo and Kingfish

City of Key West Project No.: ITB 12-031

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

Name: Mike Smith or Raymond Vazquez

Telephone: 305-296-4028

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 45 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 45 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 \$200 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



THE CITY OF KEY WEST
3140 Flagler Avenue
Key West, FL 33040

ADDENDUM 1:
Repairs to Electrical Systems: Wahoo and Kingfish Piers

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:

1. **Bid Form:** Attached is a revised Bid Form. Contractors are to note that the contract duration has been extended to 45 days and that the bid sheet has been revised.
2. **Submittal Log:** The attached submittal log is a part of this contract and information will be required upon issuance of the Notice to Proceed.
3. The bid due date is unchanged as a result of this addendum

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

A handwritten signature in black ink, appearing to be "J. A.", is written over a horizontal line.

Florida Keys Electric, Inc.
Name of Business

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.

Item Description	Quantity	Units	Unit Price	Total
Kingfish Pier				
Portion of work from Power Panel "KDP" to Dock Pedestals	1	LS		163,707.00
Power Panel KDP	1	LS		17,439.00
Portion of work from utility Transformer to power panel "KDP"	1	LS		35,687.00
			Subtotal Kingfish Pier	216,833.00
Wahoo Pier				
Portion of work from Power Panel "WDP" to Dock Pedestals	1	LS		319,161.00
Power Panel "WDP"	1	LS		24,493.00
Portion of work from Utility Pole to Power Panel "WDP"	1	LS		11,243.00
			Subtotal Wahoo Pier	354,897.00
			Total Base Bid:	571,730.00
Alternate Bid Item 1 (Wahoo Pier)				
Delete from Scope Replacemnet of Power Panel "WDP"			Alternate Bid Item 1	24,493.00
Alternate Bid Item 2 (Wahoo Pier)				
Delete from Scope Portion of work from Utility Pole to Power Panel "WDP"			Alternate Bid Item 2	11,243.00
Alternate Bid Item 3 (Kingfish Pier)				
Delete from Scope Replacement of Power Panel "KDP"			Alternate Bid Item 3	17,439.00
Alternate Bid Item 4 (Kingfish Pier)				
Delete from Scope Portion of work from utility Transformer to power panel "KDP"			Alternate Bid Item 4	35,687.00

TOTAL LUMP SUM BID: (BASE BID)

571,730.00

(numerals)

TOTAL LUMP SUM BID (BASE BID)

Five Hundred Seventy One Thousand Seven Hundred Thirty

Dollars

(Amount written in words has precedence)

and Zero Cents

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:

N/A

Name

N/A

Street

City

State

Zip

N/A

Name

N/A

Street

City

State

Zip

N/A

Name

N/A

Street

City

State

Zip

N/A

Name

N/A

Street

City

State

Zip

Surety

InSource, Inc whose address is

P.O. Box 561567 Miami Florida 33256
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is Florida Keys Electric Inc.

doing business at

5730 2nd Avenue Key West Florida 33040
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:

Raymond Vazquez _____

If Sole Proprietor or Partnership

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

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 28th day of August 2012.

(SEAL)

Florida Keys Electric Inc.
Name of Corporation

By: Raymond Vazquez

Title: President/Owner

Attest: Tammy Garcia
Secretary

END OF SECTION

FLORIDA BID BOND

BOND NO. Not applicable

AMOUNT: \$ 5% of Bid Proposal

KNOW ALL MEN BY THESE PRESENTS, that Florida Keys Electric, Inc.
5730 2nd Avenue, Key West, FL 33040

hereinafter called the Contractor (Principal), and International Fidelity Insurance Company.
One Newark Center, Newark, NJ 07102

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: ----- 5% 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 12-031 Repairs to Electrical System Wahoo and Kingfish Piers

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 12-031: Repairs to Electrical Systems: Kingfish and Wahoo Piers

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.

AUGUST 8, 2012

**FLORIDA BID BOND
00 43 13 - 1**

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

Signed and sealed this 28th day of August, 20 12.

Florida Keys Electric, Inc.

Principal

By: 

International Fidelity Insurance Company,

Surety

By: 

Attorney-In-Fact & FL Resident Agent, William L. Parker

END OF SECTION

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ILEANA M. BAUZA, DAVOR I. MIMICA, WILLIAM F. KLBIS, WILLIAM L. PARKER, CHARLES C. BALL

Miami, FL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice-President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



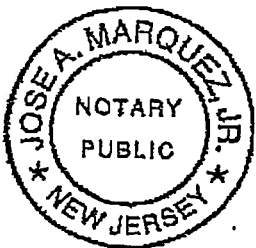
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28th day of August, 2012

Assistant Secretary

**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 ITB Project 12-031
2. This sworn statement is submitted by Florida Keys Electric, Inc.
(name of entity submitting sworn statement)

whose business address is 5730 2nd Avenue, Key West, Fl. 33040

_____ and (if applicable) its Federal Employer

Identification Number (FEIN) is 65-0053891

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

3. My name is Raymond Vazquez
(please print name of individual signing)

and my relationship to the entity named above is President/Owner

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).

XX 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)
 8/28/12

 (date)

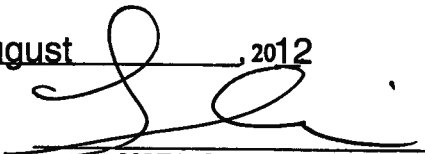
STATE OF Florida
 COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 28th of August, 2012

My commission expires:



 NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
 Tammy Garcia
 Commission #DD839271
 Expires: JAN. 03, 2013
 BONDED THRU ATLANTIC BONDING CO, INC.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

1. A City of Key West Business License Tax Receipt is required for this Project.
Contractor must be a licensed Electrical Contractor
2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.
3. A Business License Tax Application can be found on the City's web site.

<http://www.keywestcity.com/eqov/docs/1162843921181.htm>

AUGUST 8, 2012

BUSINESS LICENSE TAX
RECEIPT/APPLICATION
00 43 20 - 1

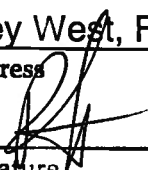
CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

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

CONTRACTOR: Raymond Vazquez
5730 2nd Avenue
Address
Key West, Fl. 33040
Address

Signature
Raymond Vazquez
Print Name
President/Owner
Title
DATE: August 28, 2012

SEAL:

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6201665

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L12071301099

DATE	BATCH NUMBER	LICENSE NBR
07/13/2012	120010327	EC0002558

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

VAZQUEZ, RAYMOND
FLORIDA KEYS ELECTRIC INC
5730 2ND AVE.
KEY WEST FL 33040

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name FLORIDA KEYS ELECTRIC CtlNbr:0002261
Location Addr 5730 2ND AVE
Lic NBR/Class 13-00013611 CONTRACTOR CERT ELECTRICAL
Issue Date: July 24, 2012 Expiration Date: September 30, 2013
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75
Comments:

This document must be prominently displayed.

FLORIDA KEYS ELECTRIC

FLORIDA KEYS ELECTRIC
5730 2ND AVE

KEY WEST FL 33040

Opn: CMAKER Type: OC Drawer: 1
Date: 7/25/12 55 Receipt no: 93096
2013 13611
OR LIC OCCUPATIO 1 \$309.75
Trans number: 2802996
OK CHECK 20220 \$309.75
Trans date: 7/25/12 Time: 11:30:26

**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 Florida Keys Electric, Inc Phone: 305-296-4028
Current Local Address: 5730 2nd Ave, Key West Fax: 305-296-9283
(P.O Box numbers may not be used to establish status)

Length of time at this address 12 years
[Signature] 8/28/12
Signature of Authorized Representative Date


STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 28th day of Aug., 20 12
By Raymond Vazquez, of Florida Keys Electric, Inc.
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

[Signature]
Signature of Notary

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

Print, Type or Stamp Name of Notary
Comptroller
Title or Rank

NOTARY PUBLIC-STATE OF FLORIDA
 Tammy Garcia
Commission #DD839271
Expires: JAN. 03, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

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.

AGREEMENT

This Agreement, made and entered into this 28th day of August, 2012,

by and between the City of Key West, hereinafter called the "Owner," and

Raymond Vazquez, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for Construction of the ITB Project 12-031, to the extent of the Bid made by the Contractor, dated the 28th day of August, 2012, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the Bid, the SOLICITATION, CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, which consist of Detailed Drawings for "ITB Project 12-031" dated Aug. 8th, 2012, are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Project, based upon the Bid, shall be complete within 30 consecutive calendar days from the date the Notice to Proceed is issued, and will be totally completed and ready for final payment.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed in accordance with Article 12, of the General Conditions.

AUGUST 8, 2011

AGREEMENT

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Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner, if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Owner (\$200) for each day that expires after the time specified for final completion.


IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this 28th day of August, A.D., 2012.

CITY OF KEY WEST

By: _____

Title: _____

Contractor: Florida Keys Electric, Inc.

By: Raymond Vazquez 

Title: President/Owner

Approved as to Form

Attorney for Owner

END OF SECTION



D. SPECIAL BIDDING REQUIREMENTS

City of Key West Mole Pier

1. Electrical distribution system upgrade including replacement of 24,000 ft of defective 750 MCM cable, relays, CT's, control switches, and electrical system testing and commissioning.
2. \$1,223,025.10
3. May 2012 – Sept 2012
4. City of Key West – Terry Justice
5. City of Key West – Birch Ohlinger 305-809-3747
6. CH2M Hill
7. Mike Furdock – 954-520-4532

Road Modification

1. Install Medium voltage cable in conduit systems across bridge
2. \$280,000
3. March 2007 – May 2007
4. NAS Key West Public Works
5. Bobby Clemens -305-293-2245
6. DTC Engineers and Constructors 203-234-7376
7. Tony Tarnowski 203-239-4200

Hurricane Wilma Repairs

1. Replacement of 500KVA Transformers, 12.8 Primary/277480, termination of medium voltage cable, installed medium voltage cable with associated conduit system
2. \$608,310.00
3. September 2006 – May 2007
4. NAS Key West
5. Bobby Clemens & Steve Murphy 305-293-2245
6. Sauer Construction
7. Pat Cartwright – 904-334-4461

Amberjack Pier

1. Install 600amp 120/240 VAC; 1 Phase 3 wire service entrance with 27125 Amp per position metering. Install 26 meters for pedestals and 1 house meter
2. \$173,956.72
3. June 2009 – November 2009
4. City of Key West
5. Coral Marine Construction 305-743-0907
6. Coral Marine Construction
7. George Steinmetz

Boca Chica Marina

1. Install conduits for dockside pedestals, tele/data conduits, install feeders for pedestals, switch gear for dockside power
2. \$1.2M
3. August 2003 – April 2004
4. NAS Key West
5. Harry Pepper and Associates 904-721-3300
6. Harry Pepper and Associates
7. Mark Fernandez - 904-721-3300

See also attached company resume and brochure



Business History

Established in 1988, Florida Keys Electric Inc. is a premier Electrical Contractor providing electrical, low voltage, and fire alarm services throughout Key West and the Florida Keys. Raymond Vazquez, President and Owner of Florida Keys Electric, Inc., has been licensed and insured for over 22 years specializing in commercial and residential construction projects along with local services for private home and business owners. Florida Keys Electric, Inc. is DBE certified, currently holds an SBA certification and is in the process of obtaining 8A status. As a progressive organization providing all aspects of commercial, residential, industrial and underground electrical contracting, the company has recognized profitable growth by maintaining a reputation of quality and excellence with multiple repeat clients.

List of current, recently completed and past contracts:

<u>Project:</u>	<u>Project Description:</u>	<u>General Contractor:</u>
USCG – Marathon Rehab	Renovation	Nelco Construction
Five Guys Burger	Restaurant	Winesett-Hill Construction
Island City Flying Service	Private Airport	D.L. Porter Construction
Boy Scout Camp Sawyer	Commercial	Charley Toppino & Sons
KW Botanical Gardens	Commercial	Marion Construction
FKCC	Florida College Dorms	Sikon Construction
Poinciana Royale	Aides Housing Project	Coastal Construction
Horace O Bryant	Middle School	Coastal Construction
The Galleon Resort	Hotel Resort	D.L. Porter Construction
El Rancho Motel	Hotel (Commercial)	D.L. Porter
Holiday Inn Express	Hotel (Commercial)	Mike Marino Construction
KW Convalescent Center	Resident Homes	D.L. Porter
KWIA Noise Insulation	Residential Homes	H.I.P.P. Industries

<u>Project:</u>	<u>Project Description:</u>	<u>General Contractor:</u>
KW International Airport	Airport Commercial	Morganti Group
Marathon Airport	Airport Commercial	Morganti Group
Tortuga West	Residential	Salinero Enterprises
Little Palm Island	Resort	Frank Dovelle Const
618 Caroline St.	Residential	Gary the Carpenter
810 & 812 Terry Ln.	Residential	Gary the Carpenter
Casa Alante	Resort Homes	Gary the Carpenter
Naval Base Veteran's	Hospital	Gary the Carpenter
Marquesa Court Homes	Residential	Homes of Distinction
Southernmost on the Bch	Resort	D L Porter Construction
Lower Keys Medical Truman Hotel	Hospital Hotel	M.J. Harris, Inc. D L Porter Construction
Truman Annex	Fitness Center	BRPH
Road Modification	Road Modification	DTC Engineers
Sheriff's Office	Crime Lab	Sea Tech, Inc
Base Ops Facilities	Operation Facilities	Sauer, Inc
Hurricane Wilma Repairs	Government Buildings	Sauer, Inc
Marine Ops Facilities Temporary Building	Operation Facilities	Sauer, Inc

<u>Project:</u>	<u>Project Description:</u>	<u>General Contractor:</u>
Naval Base Pistol Range	Pistol Range	Sauer, Inc
Sigsbee Naval Base Gas Station	Fuel Station	Sauer, Inc
Boca Chica Gymnasium	Gymnasium	Sauer, Inc
Sigsbee Naval Base	Lounge	NAS Sigsbee Sunset Lounge
Ocean Key House Phase 1, 2 & 3	Rooms/Spa	Frank Dovelle Construction
Santa Maria	Condominiums	DL Porter Constructors
Key West International	Hanger Development	DL Porter Constructors
Old Mariners Hospital	Hospital	DL Porter Constructors
Fishermen's Hospital	Hospital	DL Porter Constructors
Walgreen's	Drug Store (Duval)	Suncom Inc.
Hyatt Beach Front Resorts	Condominiums (Time Shares)	Welbro Constructors
Monroe County Courthouse	Government Building	DL Porter Constructors
National Weather Service	NOAA Weather Station	Rovel Construction
Price Building	Office Complex	TPS, Inc.
Miami Subs	Restaurant	EG Braswell Construction

<u>Project:</u>	<u>Project Description:</u>	<u>General Contractor:</u>
Morrison Sales & Service	Car Dealership	DL Porter Constructors
Fisherman's Port	Restaurant	Salinero Enterprises
Champs Sports	Retail Store	Montgomery Development
Lester Building	Government Building	DL Porter Constructors
Silver Eagle	Distribution Facility	DL Porter Constructors
Natural Food Mkt.	Health Care Store	KAWA Construction
Pier House	Hotel	Island Angles
Shell Stations	Gas Station	EG Braswell Construction
Spottswood Companies	Office Complex	KAWA Construction
Key West Brewery & Bottling Plant	Brewery	Redco Construction
Stock Island Shops	Shops/Bank/Radio Station	Keystar, Inc.
Boater's World /Ritz Camera	Retail Store	TRB Construction, Inc.
Ross Dress for Less	Retail Store	Jayeff Construction Corp.
Roy's Trailer Park	Trailer Park	Roy Stone
Marine Bank	Financial Institution	Kawa Construction, Inc.
Key Cove Phase I	Housing Development	DL Porter Constructors
Key Cove Phase II	Housing Development	HTM, Inc

<u>Project:</u>	<u>Project Description:</u>	<u>General Contractor:</u>
Truman Annex	NAS Secured Warehouse	Harry Pepper&Associates
Pier House Phase 6&7	Hotel	HTM, Inc
Winn Dixie	Retail Liquor Store	Toppino Construction Co.
KW Public Safety	Police Station	D L Porter Constructors
KW Ferry Terminal	Ferry Station	D L Porter Constructors
Sheriff's Hanger	Sheriff's Substation	D L Porter Constructors
Old Mariners Hospital	Sheriff's Substation	D L Porter Constructors
Hard Rock Café	Restaurant	Salinero Enterprises
Sunset Marina	Marina	Bellingham Marine
Key Lodge Motel	Motel	Mike J Marino, Inc.
Perry's Seafood	Restaurant	KAWA Construction
Denny's	Restaurant	Michael J. Marino, Inc.
Noble House	Condominiums	Ocean Key House
<u>Contacts:</u>		
Steve Hall	Nelco Construction	813-237-2785
Brian French	Sikon Construction	954-354-8338
Marshall White	D L Porter Constructors	941-929-9400
Lee Bazile	Bellingham Marine	904-358-3362
Gary Loer	D L Porter Constructors	941-929-9400

Karl Walters	KAWA Construction	305-294-8146
Steve Zeamer	Rovel Construction	305-509-1523
Michael Ingram	MB Ingram Architect	305-292-7722
Fred Salinero	Salinero Enterprises	305-294-7618
John Fugo	Montgomery Development	919-969-7301
Marc Fernandez	Harry Pepper & Associates	904-721-3300
Larry Bliel	Keystar, Inc.	305-304-3623
Maradith Jones	TRB Construction, Inc.	561-340-3454
Ken Schloesser	Jayeff Construction Corp.	732-223-5320
Frank Dovelle	Frank Dovelle Construction	305-395-0049
Gary Burchfield	Gary the Carpenter	305-292-0261
Pat Cartwright	Sauer, Inc	904-334-4461
David Moran	Sea Tech, Inc.	305-872-0888
Tony Tarnowski	DTC Engineers & Constructors	203-239-4200
Mike J Marino	Mike J Marino, Inc.	239-910-2132
Kurt Lewin	First State Bank	305-296-8535
Jack Spottswood	Spottswood Company	305-294-9956
Erica Hughes	Spottswood Company	305-294-9556
Terri Spottswood	Truman Company	305-587-3407
Mark Todaro	Centennial Bank	305-292-3852

Gary Loer	D.L. Porter	941-929-9400
Tracey Bruce	Morganti Group	772-233-2101
Jim Peace	Morganti Group	561-689-0200
Peter Horton	Key West Airport	305-304-0063

Credit References:

Craig Cowan	ESI	305-702-6001
Ivan Gonzalez	Graybar	305-520-4800
Jim Groff	Rexel	305-296-6581