

RESOLUTION NO. 08-043

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDED THE BID MONROE ASSOCIATION FOR RETARDED CITIZENS, INC. ("MARC") FOR TRASH COLLECTION SERVICES AT GARRISON BIGHT (AND KEY WEST BIGHT - SIMULTANEOUSLY APPROVED IN CRA RESOLUTION NO. 08-051); AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT DOCUMENTS CONTAINED IN THE BID ON BEHALF OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the bid of MARC, Inc for trash removal is hereby awarded.

Section 2: That the City manager is authorized to execute contract documents on behalf of the City upon the advice and consent of the City attorney.

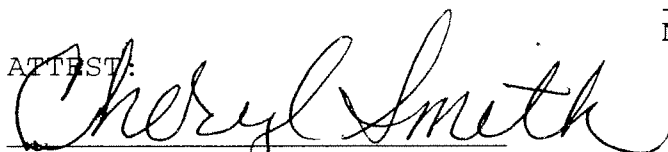
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

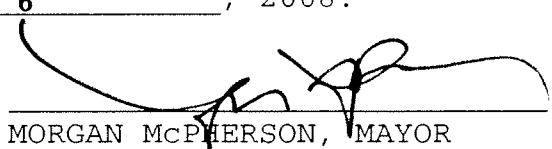
Passed and adopted by the City Commission at a meeting held this 5th day of February, 2008.

Authenticated by the presiding officer and Clerk of the Commission on February 6, 2008.

Filed with the Clerk February 6, 2008.

ATTEST:


CHERYL SMITH, CITY CLERK


MORGAN MCPHERSON, MAYOR



EXECUTIVE SUMMARY

TO: Jim Scholl
FROM: Raymond Archer
CC: Commissioners
DATE: December 6, 2007
SUBJECT: Trash Removal at Key West Bight and City Marina

REQUIREMENT STATEMENT: To provide for trash and litter removal at Key West Bight (CRA) and City Marina (City) 7- days a week in the most beneficial and cost effective manner.

BACKGROUND: An R.F.P. for common area trash removal at Key West Bight and City Marina @ Garrison Bight was publically advertised. Common area trash removal includes emptying all trash cans on the HarborWalk and Fuel Dock at Key West Bight twice daily and public trash cans throughout the City Marina Property once daily. The scope of work also includes picking up all loose litter and animal feces throughout both marinas daily.

Bids were opened on October 3rd 2007. There were two companies who submitted bids. MARC House bid \$3,500 a month and GME out of College Park Georgia bid \$ 2,166.67 per month. GME was considered non-responsive because they failed to fill out the mandatory forms included in the bid document or provide a bid bond.

This item was placed on the October Bight Board agenda however because of a lack of quorum the meeting was cancelled. On November 21st 2007 the Key West Bight Board unanimously recommended the award of this contract to MARC House for a term of three (3) years with the City having an option to renew at the same terms for an additional two (2) years. The contract will effectively begin October 1st 2007.

EFFICIENCIES GAINED & ALTERNATIVE COSTS: Trash removal and litter pick up at the marinas requires several hours of work daily and if performed by city employees seven days a week would have to consist of a three man crew. A three man crew of city employees with benefits would cost approximately \$115,000 per year. MARC House will be charging \$42,000 a year to service both marinas which would be a cost savings of approximately \$73,000 a year.

OPTIONS/ ADVANTAGES/ DISADVANTAGES:

1. The CRA/City Commission can award the trash removal contract to Marc House.

2. The CRA/City Commission can deny the award of trash removal contract to Marc House for budgetary reasons and instruct staff to re-bid the contract.

- While it is possible that a second R.F.P. may result in a lower bidder staff does not feel that a second R.F.P would be justified.

FINANCIAL IMPACT: The amount MARC House is charging for the trash removal is within the amount budgeted for this service in the current budget. The monthly fee for services provided will be split between Key West Bight (CRA) and Garrison Bight (City) with Key West Bight paying 2/3 of the bill or \$2,310 monthly and Garrison Bight paying 1/3 or \$1,155 of the monthly bill.

RECOMMENDATION: Staff recommends that the CRA/City Commission award the trash removal contract to MARC House with a commencement date of October 1st 2007.

ATTACHMENTS: City Clerk Bid Review

INTEROFFICE MEMORANDUM

To: Mark Tait, Marina Manager

CC: Sue Snider, Purchasing

From: Cheri Smith, City Clerk

Date: October 3, 2007

Subject: Routine Grounds Maintenance and/or Trash Removal Key West
Bight/City Marina RFP No. 15-007

Attached for your review are copies of the bids opened Wednesday, October 3, 2007 at 3:00 p.m. in response to the above referenced project.

1.	GME 1561 Virginia Ave. Ste. 103A College Park, GA 30337	Total:	\$ 2,166.67 Base Bid 2
2.	Key West Landscaping Services, Inc. 730 Duval Street Key West. FL 33040	Total:	\$13,520.00 Base Bid 1
3.	Monroe Assoc. for Retarded Citizens P.O. Box 428 Key West, FL 33040	Total:	\$ 3,500.00 Base Bid 2
4.	Neighborhood Maintenance Ser. Corp. P.O. Box 924350 Homestead, FL 33092	Total:	\$ 6,933.00 Base Bid 1

FROM THE DESK OF...

CHERYL SMITH, CMC
CITY CLERK
CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040
(305) 809-3835
Fax: 809-3833

Bid RFP 15-007 Routine Grounds Maintenance and/or Trash Removal Key West Bight/City Marina
CS/jlg
Encl.

PART 2

CONTRACT FORMS



THE CITY OF KEY WEST

P.O. BOX 6434
KEY WEST, FLORIDA 33041-6434
www.keywestcity.com

Date

Company
Attention:
Address
City, State, Zip

RE: Notice of Award
Project # RFP 15-0007: Routine Grounds Maintenance and/or Trash Removal – Key West Bight/City Marina

Dear:

At a meeting of the City of Key West/CRA held on _____, 2007, your firm, _____, was awarded the contract for Routine Grounds Maintenance and/or Trash Removal – Key West Bight/City Marina for a total Contract amount of \$ _____.

Enclosed please find three (3) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office within ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents; an original and two copies are acceptable. Powers – of – Attorney must be submitted in each bond document, an original and two (2) copies are permissible. Please provide the telephone number of your bonding agent.

A copy of your City of Key West Occupational License must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3792.

Sincerely,

Doug Bradshaw
Port Project Manager

CONTRACT

This Contract, made and entered into this 5 day of Feb., 2008, by and between the **City of Key West and CRA**, hereinafter called the "Owner", and **Monroe Association for Retarded Citizens, Inc. (MARC)** hereinafter called the "Contractor";

WITNESSETH:

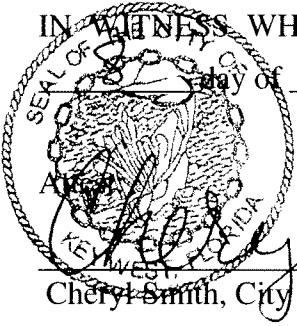
The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the PROJECT 15-007: ROUTINE TRASH REMOVAL – KEY WEST BIGHT/CITY MARINA, to the extent of the Proposal made by the Contractor, dated this 24th day of September 2007, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of ROUTINE TRASH REMOVAL – KEY WEST BIGHT/CITY MARINA, 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 UNIT PRICE amounts in the Proposal 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 that the Contract period shall be for three (3) years with the City having an option to renew at the same terms for an additional two (2) years. The Contract shall begin on the date that this Contract was entered into.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this
day of Feb, 2008



Cheryl Smith
Cheryl Smith, City Clerk

By:

Jim Scholl
Jim Scholl, City Manager

Contractor: M.A.R.C. Witness: Susan P. Harrison

By: Mark C. Lindas Print Name: Susan P. Harrison

Print Name: MARK C. LINDAS

Title: Workshop Manager

PART 3

CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS
CITY OF KEY WEST

1. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

- a. The enclosed Bid Response Form is to be used, other forms may be rejected.
- b. All information required by the Bid form shall be furnished. The bidder shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
- c. Bid delivery time must be shown and shall include Sundays and holidays.
- d. Bidder shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
- e. All bids shall be submitted in original plus eight (8) copies.
- f. Bidders are advised that all CRA/CITY contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- a. Any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for any brand, which meets the quality of the specifications for any item.

3. SUBMISSION OF BIDS:

- a. Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the bidder, the date and hour of the proposal opening and the proposal number shall be placed on the outside of the envelope.
- b. Bids must be submitted on the form furnished. Telecopy bids will not be considered.
- c. Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.
- d. Bid prices must remain in effect for ordering up to three (3) months from bid opening date.

4. REJECTION OF BIDS:

- a. The CRA/CITY may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in his/her bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CRA/CITY. The CRA/CITY may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BIDS:

- a. Bids may not be withdrawn after the time set for the bid opening for a period of time as specified in the Instruction to Bidders.
- b. Bids may be withdrawn prior to the time set for bids opening. Such request must be in writing addressed to the City Clerk.

6. LATE BIDS OR MODIFICATION:

- a. Bids and modifications received after the time set for the bid opening will not be considered.
- b. Modifications in writing received prior to the time set for the bid opening will be accepted.

7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including, but not limited to:
 - 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
 - 2. Minority Business Enterprises (MBE), as applicable to this contract.
 - 3. Occupational Safety and Health Act (OSHA), as applicable to this contract.

8. COLLUSION:

- a. The proposer by affixing his/her signature to this Invitation to Bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

9. VARIANCE IN CONDITIONS:

- a. Any and all special conditions and specifications attached hereto which varies from General Conditions shall have precedence.

10. APPROPRIATIONS CLAUSE:

- a. If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposed in the City's annual budget for the next succeeding fiscal year.

11. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

- a. If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Finance Director on or before five calendar (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. Such addendum will be made available through the DEMANDSTAR web site. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specification and requirements as set forth in the proposal must be filed in writing with the Finance Director on or before five calendar (5) days prior to the scheduled opening.

12. DISCOUNTS:

- a. Bidders may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for bid evaluation proposed. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- b. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. AWARD OF CONTRACT:

- a. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the City, prices and other factors considered.
- b. The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his/her bid by specified limitations as provided in 4 (4).
- c. If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded according to City Ordinance Section 2-835(c).
- d. Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- e. A written award of acceptance (Purchase Order) and a signed contract in a form acceptable to and approved by the City Attorney, mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.

14. LOCAL PREFERENCE:

- a. Pursuant to City Code 2-798 the City of Key West policy of local preference is applied to bids submitted by qualified local businesses. Local preference is 5% of quoted bidder, or \$1,000.00, whichever is less.

15. DAMAGE:

- a. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

16. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSE:

- a. Should there be travel and/or reimbursable out of pocket expenses relevant to this contract, Florida Statute 112.061 (Per Diem and travel expenses of public officers, employees, and authorized persons) will be followed.

17. INSURANCE REQUIREMENTS

- a. Workers Compensation: Insurance covering all employees meeting Statutory Limits in compliance with the applicable State and federal laws. The coverage must include Employers' Liability with a limit of \$100,000 each accident.
- b. Comprehensive General Liability: Coverage shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include premises and operations; independent contractors; products and completed operations, Broad Form Property Damage and XCU Coverage, and a contractual liability endorsement.
- c. Business Auto Liability: Coverage shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

Special Requirements

- a. The City of Key West CITY is to be included as an additional insured on both Comprehensive General Liability and Business Auto Liability Policies.
- b. An appropriate Hold Harmless Clause shall be included.
- c. Current, valid insurance policies meeting requirements herein identified shall be maintained during the duration of the named project. Renewal certificated shall be sent to the City 30-days prior to any expiration date. There shall also be a 30-day notification to the City in the event of cancellation or notification of any stipulated insurance coverage.
- d. It shall be the responsibility of the contractor to insure that all subcontracts comply with the same insurance requirements that he is required to meet.
- e. Certificates of insurance meeting the required insurance provisions shall be forwarded to the office of risk management.

18. SURETY AND INSURER QUALIFICATIONS

- a. All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company, having his/her place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

IF A TABULATION OF PROPOSALS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR PROPOSAL.

SECTION 4

SCOPE OF WORK

ROUTINE GROUNDS MAINTENANCE AND TRASH REMOVAL

LOCATION

This request for proposal is to perform routine landscape services and daily common area trash removal at Key West Bight, 201 William St, Key West Florida and City Marina, 1801 N. Roosevelt Ave, Key West Florida.

Physical Address: City Marina at Garrison Bight
 1801 N Roosevelt Blvd
 Key West, Fl 33040

Geographical Location: North 24 33.606 West 81 47.054

Bordering roads: North Roosevelt Blvd and intersecting Palm Ave

Description: City Marina Properties are designated into five general areas for landscaping and garbage clean up.

1. Marina Dock Masters office and transient bathroom facility: its parking area, flower beds medians, sidewalks and boat ramp.
 2. Charter Boat Row: sidewalks, flower beds, medians, parking lot and waste receptacles.
 3. Liveaboard section : medians bordering Palm Ave , flower beds, and green spaces around tenant bath house and side walks from N Roosevelt Blvd running north up to the bridge underpass.
 4. Key West Mooring Field Dinghy dock and shower trailer: parking lot, medians, flower beds and green spaces up to the north end of Palm Ave Causeway
-

Physical Address: Key West Bight @ The Historic Seaport
 201 William St
 Key West, Fl 33040

Geographical Location: North 24 33.743 West 81 48.065

Bordering roads: Caroline St, Greene St and Grinnell St.

Description: Key West Bight Properties are designated into eight general areas for landscaping and garbage clean up.

1. Caroline St Parking Lot, Islands in lot and shrub perimeter .
2. Green St Parking Lot, flower beds and shrub perimeter.
3. 901 Caroline St., weeds and stray grasses.
4. Coconut trees throughout property.
5. All green areas on Lazy Way and Greene St Plaza..

6. Metered lot off Margaret St.
7. Common areas adjacent to tenant structures.
8. Ferry Terminal grounds.

FREQUENCY

Each Property will be visited daily for trash removal and weekly for grounds maintenance. At the completion of the visit, a record will be made of work completed and signed by a representative of the Property with a copy given to the Representative. A landscaping plan and schedule will be determined that is acceptable to the City of Key West and the contractor.

I. TURF

A) Mowing, Trimming and Edging

- 1) Only equipment designed to produce a neat, manicured appearance will be used.
- 2) With each mowing, the direction of cut is to be changed to prevent complication and mower rutting.
- 3) Grass clippings are to be removed to prevent any unsightly turf appearance. Every effort must be made to keep clippings from being exhausted onto buildings or parked cars, into beds, tree wells, or mulched beds.
- 4) Trimming around obstacles and along grass edges will be accomplished at the same time using hand clippers or a nylon line trimmer.
- 5) All curbs and sidewalks (hard lines) will be mechanically edged once every mowing.
- 6) As required, grass that encroach the bed lines will be removed mechanically or chemically. When chemical edging is used, it is only acceptable under certain conditions and areas designated by the City.
- 7) After edging, all curbs, gutters, and walks will be blown free of turf clippings.
- 8) Every effort must be made to keep mowing equipment from damaging directional signs, ground lights, etc.

B) Fertilization & Related Chemical Applications

- 1) The turf fertilization program will be based upon general turf appearance and soil testing (run the first year and every other year thereafter during the contract period). The test results will determine nutrient deficiencies and specific chemical needs.
- 2) The City is to be provided a copy of these soil tests results.
- 3) The Contractor is responsible for all chemical applications identified in the test.
- 4) The expectation is that healthy green turf will be maintained.
- 5) The City will be notified in writing when fertilizer and weed control is applied. The notice will indicate the date and rate of the application.

C) Weed, Insect and Disease Control

- 1) Pre-emergent weed control will be accomplished as required to prevent weed seed germination. Post emergent weed control will be accomplished as required through out the year.
- 2) All turf will be monitored continually by the Contractor for the presence of insects and disease. Any control measure necessary will be performed on as needed basis. It is recommended that some type of preventative disease program be established.

D) Irrigation

- 1) The Contractor will be responsible for proper water management of all irrigated landscape areas and in accordance with any water usage restrictions imposed.
- 2) Routine irrigation will be scheduled during early morning hours so as not to interfere with pedestrian access.
- 3) When required, water restriction guidelines must be followed.
- 4) The Contractor will be responsible for damage to vegetation due to mismanagement of the irrigation system.
- 5) Any unsatisfactory irrigation conditions encountered, which will result in the loss of vegetation must be reported to the City in writing immediately.

II. TREES, SHRUBS, AND GROUNDCOVERS

A) Fertilization and Related Chemical Applications

- 1) A complete analysis fertilizer will be applied to all ornamental plantings as dictated by soil test results.
- 2) Contractor is to apply any minor nutrients that are necessary.
- 3) The City must be provided a copy of soil test results.
- 4) Application rates and frequencies will be plant-specific and will be the responsibility of the Contractor to administer properly. The requirement is to maintain healthy plant material.

B) Weed, Insect and Disease Control

- 1) All areas on both properties are to remain weed free.
- 2) Chemical weed control applications (pre and post-emergent) should be utilized in all plant bed areas and in cracks, joints and edges of sidewalks, around buildings and paved areas.
- 3) Weeds in high visibility areas must be manually removed after chemical applications.
- 4) All ornamental plantings are to be monitored for the presence of insect and disease problems. Any control measure necessary will be performed on an as needed basis.
- 5) Weeds in sidewalks, curbs, beds, etc. shall be treated weekly as needed with "Round-up," "Vantage," etc. Herbicides of high toxicity will not be acceptable.

C) Irrigation

- 1) The Contractor will be responsible for proper water management of all irrigated ornamental plantings and in accordance with any water usage restrictions imposed.
- 2) Hand watering is utilized as needed.
- 3) The Contractor will be responsible for damage to any ornamental planting due to mismanagement of the irrigation system.
- 4) Any unsatisfactory condition encountered, which will result in the loss of ornamental plant material, must be reported to the City in writing immediately.

D) Pruning

- 1) All trees, shrubs and groundcovers should be pruned as needed to develop the natural form of the plant, to eliminate diseased or damaged growth, to selectively thin a plant to allow good air circulation, to remove unsightly sucker growth and to eliminate possible areas of concealment.
- 2) Deep pruning and structure pruning are to be done as needed.
- 3) Flowering ornamentals are to be pruned according to time-specific requirements to encourage flowering.
- 4) To maintain shape and form, and to conform to security considerations, periodic pruning is done as required throughout the contract.
- 5) Groundcovers are pruned to insure containment within certain areas.
- 6) Trees are to be limbed to 8 to 10 ft on pedestrian walks and in parking lots for clearance. No more than 25% of the tree's living crown is to be removed in one year, unless encroaching on utilities. Tree topping, shearing, or branch tipping are not allowed. The Contractor will not be responsible for pruning trees beyond 15 ft or responsible for removal of trees with a diameter greater than 6 inches. Trees outside of these specifications will be done by contractor on a billable basis.
- 7) All coconut trees on the properties will be hurricane trimmed annually before the start of hurricane season.
- 8) Throughout the contract coconut trees will be maintained so there are no hanging fronds or mature coconuts on the trees.
- 9) Where practical, it is preferred that pruning is done by hand with clippers, saws, pruners, or loppers and not grass shears.

E) Mulching and Trenching

- 1) Ornamental beds and tree wells are to be mulched at a frequency determined by the City, generally in January/February and July/August. Additionally, any areas disturbed by maintenance practices (weeding, edging, planting, leaf removal, blowing) will be re-mulched as required to maintain a neat appearance. Only mulch will be billed to the City as billable.
- 2) The type of mulch used will be site-specific and compatible with the existing landscape.

- 3) All mulch should be free of trash, debris and decomposed material. It must have the proper color.
- 4) Mulch is to be applied to a depth which creates an attractive appearance but not to exceed 3 inches.
- 5) All ornamental bed lines and tree wells are to be properly trenched prior to mulching. A 3 inch trench should be maintained along all turf bed edges and seasonal color bed lines. Where appropriate, the mulch is to be tucked and rolled in to the trench.

F) Plant Removal

- 1) The Contractor should notify the City of any dead plants. Once the City grants permission, the Contractor is to remove and dispose of them off-site.
- 2) Plant replacement is not part of this contract unless the Contractor is responsible for the loss due to negligence.

F) Staking

- 1) All ornamental vines growing up trellises should be re-secured as needed.

G) Hard Edging

- 1) The hard edging along the ornamental bed lines should be kept anchored below the mulch. If it is disturbed by pedestrian traffic or equipment, it is to be repositioned as needed.

IV. IRRIGATION MANAGEMENT

A) Operation

- 1) The Contractor will be responsible for monitoring the irrigation system for proper water management and in accordance with any water restrictions that may be imposed from time to time.
- 2) The automatic system is to be checked bi-weekly to insure proper operation by the controller. As part of this, each control clock should be checked for date and time accuracy.
- 3) Included in these routine system checks will be sprinkler head adjustment, nozzle/screen cleaning and the identification of valve malfunction, water meter leakage and PVC irrigation line breakage.
- 4) The Contractor is responsible for repair to the system if damage occurs due to Contractor's negligence.
- 5) Maintenance involving more than routine service checks and inspections is not part of this contract.
- 6) The Contractor will notify the City in writing of any damage or failure in the system. At this time the Contractor may submit an itemized repair cost.
- 7) It will be the decision of the City, as to who will make the repair.

V. TRASH REMOVAL (MAY BE BID WITH LANDSCAPE SERVICE OR SEPARATELY)

Trash/Debris Removal and Common Area Cleaning

- 1) Trash and debris located on the properties and around all parking areas will be collected and deposited in compactor daily.
- 2) Trash may never be placed or blown on property surrounding the site.
- 3) Trash receptacles will be emptied twice a day at Key West Bight and once a day at City Marina.
- 4) Special attention will be made to ensure that all litter, bottles, cans, cigarette butts, animal feces, etc are removed from parking areas, plazas, and walkways daily.
- 5) It is not the responsibility of the contractor to remove trash from the docks at either marina with the exception of the trash cans on the fuel dock at Key West Bight that are for public use.
- 6) Empty all wastebaskets located on the properties and Harbor Walk.
- 7) Waste receptacles will be cleaned and washed regularly. Scraps of litter that fall between the outside of receptacle and inside hard liner will be removed regularly.
- 8) The City will provide trash can liners.
- 9) The City will provide a list of all trash receptacle locations on both properties.
- 10) During special events such as Fantasy Fest, New Years, Race Week, etc contractor will monitor waste receptacles and empty more often as needed. The City will designate special events.
- 11) Contact phone numbers for Contractor's supervisors will be provided to City.

VI. MISCELLANEOUS

- 1) The Contractor will be responsible for the instruction and supervision of all personnel to insure that safety measures are practiced while working on the site.
- 2) Only state licensed individuals or persons supervised by licensed individuals will be able to apply pesticides.
- 3) The Contractor will be required to show proof of a state approved pesticide contractor's license and liability insurance.
- 4) All areas treated with pesticides will be posted if required by the state.
- 5) Complete records (application data, chemical labels, and Material Safety Data Sheets) should be available upon request.
- 6) All utility lines must be marked by the utility locator service before any trenching or digging at a depth greater than 6 inches is done.
- 7) Supervisors shall provide their cell phone numbers for contact purposes.

VII. QUALITY CONTROL

- 1) Representatives of the Contractor will monitor the landscape regularly to ensure

that the highest maintenance standards are being met. Inspect all locations quarterly with results reported in writing to the City. To ensure ongoing quality, Contractor will provide recommendations for design and material selection for new landscape areas or re-planting of existing areas, as requested by the City but no less than annually.

- 2) At the City's discretion, inspections of the property will be scheduled with the Contractor to critique the work.
- 3) After each inspection, a representative of the Contractor will prepare a written summary noting any items needing attention. A copy will be given to the City within 5 work days.
- 4) The City will expect the Contractor to address all items within 2 weeks. If the Contractor feels that this impractical, the City is to be provided with a written, detailed action plan showing completion dates and describing corrective measures that will be taken for each item not completed.
- 5) The Contractor will be penalized for failure to make weekly service visits, as stipulated by the terms of the contract.
- 6) The Contractor will guarantee all existing plant material after the initial six months of the contract. This includes pre-existing conditions but does not include problems resulting from fire, vandalism, etc.

INVITATION TO BID

Sealed Bids addressed to the City of Key West/CRA, for **RFP No. 15-007: ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL – KEY WEST BIGHT/CITY MARINA**, will be received at the office of the City Clerk, City of Key West, Florida, until 3:00 p.m., local time, on the _____ day of _____, 2007, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project contemplated consists of providing all equipment, labor, and materials necessary to accomplish the following (bidder may bid on both items or one or the other item):

- Routine Grounds Maintenance at Key West Bight/City Marina
- Daily Trash Removal at Key West Bight/City Marina

Drawings and Specifications may be obtained from DemandStar by Onvia. Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

Each Bid must be submitted on the prescribed forms and accompanied by bid security as prescribed in the Instructions to Bidders, payable to the City of Key West, Florida, in an amount not less than five (5) percent of the amount bid.

One (1) original and eight (8) copies of the proposal are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "RFP No. 15-007: Routine Grounds Maintenance and/or Trash Removal – Key West Bight/City Marina", and addressed to the City Clerk.

Within ten (10) calendar days after the Notice of Award, the successful Bidder will also be required to furnish documentation showing that he/she is in compliance with the licensing requirements of the state and that the provisions of Chapter 91 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before he/she can enter into the agreement contained in the Contract Documents. Specifically, within ten (10) calendar days after the Notice of Award, the successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- A. City of Key West License as defined in the Code of Ordinances, Chapter 33, enabling the Contractor to perform the work stated herein.
- B. A valid Certificate of Competency issued by the Chief Building Official of the City of Key West, which shall be valid throughout the contract time.
- C. A valid Occupational License issued by the City of Key West.

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his/her place of business in the State of Florida, and in all ways complying with the insurance laws of

the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent lowest, qualified Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact Mark Tait, Marina Manager, telephone (305)-293-8370, email mtait@keywestcity.com.

The CRA/CITY may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its proposal, (3) if the bidder does not strictly conform to the law or is non-responsive to proposal requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CRA/CITY. The CRA/CITY may also waive any minor informalities or irregularities in any bid.

The CRA/CITY may, however, reject all bids whenever it is deemed in the best interest of the CRA/CITY to do so, and may reject any part of a bid unless bid has been qualified as provided for in (3).

Dated this ____ day of _____, 2007

CITY OF KEY WEST, FLORIDA

BY: _____
Jim Scholl, City Manager
Or Authorized Representative

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

**PROJECT 15-007: ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL – KEY WEST
BIGHT /CITY MARINA**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. 15-007
for Grounds Maintenance/Trash Removal KW Bight
city Marina
2. This sworn statement is submitted by Monroe Assoc for Retarded Citizens
(Name of entity submitting sworn statement)
whose business address is PO Box 428 Key West, FL
33040 and (if applicable) its Federal
Employer Identification Number (FEIN) is 591031546 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)
3. My name is Diana Flennard and my relationship to
(Please print name of individual signing)
the entity named above is Executive Director
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural 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 a 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.

☒ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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.)

Diana Fienard
(Signature)

(Date)

9/24/07

STATE OF FLORIDA

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 24TH day of SEPTEMBER, 2007.

My commission expires:

Alice R. Steryou
NOTARY PUBLIC



ALICE R. STERYOU
MY COMMISSION # DD 263275
EXPIRES: November 16, 2007
Bonded Thru Budget Notary Services

ANTI-KICKBACK AFFIDAVIT

PROJECT 15-007: ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL -
KEY WEST BIGHT/CITY MARINA

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *Diana Lopez*

Sworn and subscribed before me this

24TH day of SEPTEMBER, 2007.

Alice R. Steryou
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: NOVEMBER 16, 2007



ALICE R. STERYOU
MY COMMISSION # DD 263275
EXPIRES: November 16, 2007
Bonded Thru Budget Notary Services

FLORIDA BID BOND

BOND NO. _____

AMOUNT \$ 2100.00

KNOW ALL MEN BY THESE PRESENTS, that

CITY OF Key West hereinafter called the
PRINCIPAL, and MONROE Association for Retarded ^{citizen (M.A.R.C.)} a corporation duly
organized under the laws of the State of FLA. having its principal place of business at
(PO BOX 428) in the State of FLA. and
authorized to do business in the State of Florida, as SURETY, are held firmly bound unto
hereinafter called the Obligee, in the sum of Two Thousand & ONE hundred
DOLLARS (\$ 2100.00) 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 or Proposal for:

ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL – KEY WEST
BIGHT/CITY MARINA, said Bid Proposal, by reference thereto, being hereby made a part
hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE
for the furnishing of labor, materials, (except those specifically furnished by the Owner),
equipment, machinery, tools, apparatus, means of transportation for, and the performance of the
work covered in the Proposal and the detailed Specifications entitled:

ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL – KEY WEST
BIGHT/CITY MARINA

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within
five (5) working days after written notice of such acceptance, enters into a written Contract with

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work:	
Name:	
Address:	
Portion of Work:	
Name:	
Address:	
Portion of Work:	
Name:	
Address:	

BIDDER

The name of the Bidder submitting this Proposal is: Monroe Association for Retarded
Doing business at (PO Box 428) Citizens (MARK)
City Key West State FL Zip 33040
Telephone No. 305-294-9526

This address is where all communications concerning this Proposal shall be sent.

the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 24th day of, September 2007.

Monroe Assoc. Retarded Citizens Inc.
PRINCIPAL

Diana Head
By

SURETY

[Signature]
Attorney-In-Fact

BID FORM

BASE BID 1

1. ROUTINE GROUND MAINTENANCE \$ _____ per month

Price in Words NO Bid per month

BASE BID 2

1. DAILY TRASH REMOVAL \$ 3,500.00 per month

Price in Words Three Thousand five hundred per month

Note: Bidder can elect to bid on either base bids or just one of the base bids. Bid will not be awarded solely based on the above prices. Cost for additional services will be considered.

****Bidders that submit bids for Base Bid 1 must complete the form below for Additional Services for Grounds Maintenance**

ADDITIONAL SERVICES FOR GROUNDS MAINTENANCE (Bidder will fill in Unit Cost Column)

Item	Unit Cost or Markup	Units
Sodding: Materials (Fescue)		Per sq ft
Sodding: site prep, labor		Per sq ft
Irrigation -Materials		% Markup
Irrigation -Labor		Cost/Man-hour
Aeration/Over seeding -Materials		% Markup
Aeration/Over seeding -Labor		Cost/Man-hour
Tree/Shrubs -Materials		% Markup
Tree/Shrubs Installation -Labor		Cost/Man-hour
Supervisor		Cost/Man-hour
Foreman		Cost/Man-hour
Additional Laborer w/ Truck & Hand Tools		Cost/Man-hour
Additional Laborer w/ Truck & Small Power Equipment		Cost/Man-hour

Additional Laborer w/ Truck & Heavy Equipment		Cost/Man-hour
General Labor		Cost/Man-hour
Cypress Mulch – 3 cu yd size bag	N/A	Per Bag
Pine Straw: Std Commercial Bale		Per Bale
Shredded Hardwood		Per Cubic Yd
Mini-Nuggets		Per Bag

*Note: All materials will be charged per the above markup percentage. Contractor will provide copies of invoices for original price of the materials.

The names of the principal officers of the Corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Proposal as Principals are as follows:

Name	Title
<u>Richard Fowler</u>	<u>Board President</u>
<u>Diana Flenard</u>	<u>Executive Director</u>

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 24th day of September, 2007.

(SEAL) Monroe Association for Retarded Citizens
Inc.

Name of Corporation

By: Diana Flenard

Title: Executive Director

Attest: Judith R. Miller

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2007.

Signature of Bidder _____

Title _____

COPY

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

PROPOSAL

To: The City of Key West/CRA

Address: 525 Angela Street, Key West, Florida 33040

Project Title: ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL – KEY WEST BIGHT/CITY MARINA

Project: RFP No. 15-007

BIDDER'S INFORMATION

Name: Great Maintenance Enterprises, Inc

Address: 1561 Virginia Ave Ste. 103A
College Park, GA 30337

Contact Name: Ernesto Valdes

Email: Evaldes84@aol.com

Telephone: 404-559-7627

Fax: 404-559-4899

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

BID FORM

BASE BID 1

1. WEEKLY ROUTINE GROUND MAINTENANCE \$ _____ per month

Price in Words _____ per month

BASE BID 2

1. DAILY TRASH REMOVAL \$ 2,166.67 per month

Price in Words _____ per month

Note: Bidder can elect to bid on both base bids or just one of the base bids. Bid will not be awarded solely based on the above prices. Cost for additional services will be considered.

****Bidders that submit bids for Base Bid 1 must complete the form below for Additional Services for Grounds Maintenance**

ADDITIONAL SERVICES FOR GROUNDS MAINTENANCE (Bidder will fill in Unit Cost Column)

Item	Unit Cost or Markup	Units
Sodding: Materials (Fescue)		Per sq ft
Sodding: site prep, labor		Per sq ft
Irrigation -Materials		% Markup
Irrigation -Labor		Cost/Man-hour
Aeration/Over seeding -Materials		% Markup
Aeration/Over seeding -Labor		Cost/Man-hour
Tree/Shrubs -Materials		% Markup
Tree/Shrubs Installation -Labor		Cost/Man-hour
Supervisor		Cost/Man-hour
Foreman		Cost/Man-hour
Additional Laborer w/ Truck & Hand Tools		Cost/Man-hour
Additional Laborer w/ Truck & Small		Cost/Man-hour

Power Equipment		
Additional Laborer w/ Truck & Heavy Equipment		Cost/Man-hour
General Labor		Cost/Man-hour
Cypress Mulch – 3 cu yd size bag		Per Bag
Pine Straw: Std Commercial Bale		Per Bale
Shredded Hardwood		Per Cubic Yd
Mini-Nuggets		Per Bag

***Note:** All materials will be charged per the above markup percentage. Contractor will provide copies of invoices for original price of the materials.

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 and Bidder will ensure that any sub-contractors also provide the same insurance as required pursuant to this contract:

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Proposal is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

This address is where all communications concerning this Proposal shall be sent.

the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this _____ day of, _____ 2007.

PRINCIPAL

By

SURETY

Attorney-In-Fact

The names of the principal officers of the Corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Proposal as Principals are as follows:

Name	Title
<u>Ernesto Valdes</u>	<u>President</u>
<u>Charles Reiman</u>	<u>Vice-President</u>

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 21 day of March, 2007.

(SEAL)

Name of Corporation

By: _____

Title: _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2007.

Signature of Bidder _____

Title _____

FLORIDA BID BOND

BOND NO. _____

AMOUNT \$ _____

KNOW ALL MEN BY THESE PRESENTS, that

_____, hereinafter called the
PRINCIPAL, and _____, a corporation duly
organized under the laws of the State of _____ having its principal place of business at
_____ in the State of _____ and
authorized to do business in the State of Florida, as SURETY, are held firmly bound unto
hereinafter called the Obligee, in the sum of _____
DOLLARS (\$ _____) 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 or Proposal for:

ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL – KEY WEST
BIGHT/CITY MARINA, said Bid Proposal, by reference thereto, being hereby made a part
hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE
for the furnishing of labor, materials, (except those specifically furnished by the Owner),
equipment, machinery, tools, apparatus, means of transportation for, and the performance of the
work covered in the Proposal and the detailed Specifications entitled:

ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL – KEY WEST
BIGHT/CITY MARINA

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within
five (5) working days after written notice of such acceptance, enters into a written Contract with

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this
_____ day of _____, 2007

Attest:

By:

Cheryl Smith, City Clerk

Jim Scholl, City Manager

Contractor: _____ Witness: _____

By: _____ Print Name: _____

Print Name: _____

Title: _____

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

**PROJECT 15-007: ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL – KEY WEST
BIGHT /CITY MARINA**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. RFP No. 15-007
for Janitorial Services
2. This sworn statement is submitted by Great Maintenance Enterprises
(Name of entity submitting sworn statement)
whose business address is 1561 Virginia Ave. Ste. 103 A College Park, GA
and (if applicable) its Federal
Employer Identification Number (FEIN) is 270096240 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)
3. My name is Ernesto Valdes and my relationship to
(Please print name of individual signing)
the entity named above is Great Maintenance E.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural 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 a 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.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this _____ day of _____, 2007.

My commission expires:

NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

PROJECT 15-007: ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL –
KEY WEST BIGHT/CITY MARINA

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2007.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

COPY

INVITATION TO BID

Sealed Bids addressed to the City of Key West/CRA, for **RFP No. 15-007: ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL – KEY WEST BIGHT/CITY MARINA**, will be received at the office of the City Clerk, City of Key West, Florida, until 3:00 p.m., local time, on the 3rd day of October 2007, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project contemplated consists of providing all equipment, labor, and materials necessary to accomplish the following (bidder may bid on both items or one or the other item):

- Routine Grounds Maintenance at Key West Bight/City Marina
- Daily Trash Removal at Key West Bight/City Marina

Drawings and Specifications may be obtained from DemandStar by Onvia. Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

Each Bid must be submitted on the prescribed forms and accompanied by bid security as prescribed in the Instructions to Bidders, payable to the City of Key West, Florida, in an amount not less than five (5) percent of the amount bid.

One (1) original and eight (8) copies of the proposal are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "RFP No. 15-007: Routine Grounds Maintenance and/or Trash Removal – Key West Bight/City Marina", and addressed to the City Clerk.

Within ten (10) calendar days after the Notice of Award, the successful Bidder will also be required to furnish documentation showing that he/she is in compliance with the licensing requirements of the state and that the provisions of Chapter 91 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before he/she can enter into the agreement contained in the Contract Documents. Specifically, within ten (10) calendar days after the Notice of Award, the successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- A. City of Key West License as defined in the Code of Ordinances, Chapter 33, enabling the Contractor to perform the work stated herein.
- B. A valid Certificate of Competency issued by the Chief Building Official of the City of Key West, which shall be valid throughout the contract time.
- C. A valid Occupational License issued by the City of Key West.

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his/her place of business in the State of Florida, and in all ways complying with the insurance laws of

the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent lowest, qualified Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact Mark Tait, Marina Manager, telephone (305)-293-8370, email mtait@keywestcity.com.

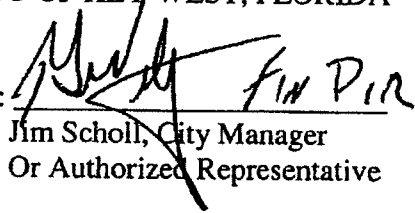
The CRA/CITY may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its proposal, (3) if the bidder does not strictly conform to the law or is non-responsive to proposal requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CRA/CITY. The CRA/CITY may also waive any minor informalities or irregularities in any bid.

The CRA/CITY may, however, reject all bids whenever it is deemed in the best interest of the CRA/CITY to do so, and may reject any part of a bid unless bid has been qualified as provided for in (3).

Dated this 12 day of September, 2007

CITY OF KEY WEST, FLORIDA

BY:


Jim Scholl, City Manager
Or Authorized Representative

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

PROPOSAL

To: The City of Key West/CRA

Address: 525 Angela Street, Key West, Florida 33040

Project Title: ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL – KEY WEST BIGHT/CITY MARINA

Project: RFP No. 15-007

BIDDER'S INFORMATION

Name: Key West Landscaping Services Inc.

Address: 730 Duval St

Key West, FL 33040

Contact Name: Bill Roberts

Email: BWR 1972 @ AOL.com

Telephone: 305 587-9977

Fax: 305 296-9452

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

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

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Marina Manager, Owner, and other sources in arriving at his/her conclusions.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all equipment, materials, and labor 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.

TERM OF CONTRACT

The term of the contract will be three (3) years with an option to extend for an additional two (2).

ADDENDA

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

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or 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.”

UNIT PRICE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the Unit Prices specified in the proposal. The Bidder agrees that the unit price represents a true measure of the labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The bid will be awarded on total bid amount.

BID FORM

BASE BID 1

1. WEEKLY ROUTINE GROUND MAINTENANCE \$ 13,520 per month

Price in Words Thirteen thousand five hundred twenty per month

BASE BID 2

1. DAILY TRASH REMOVAL \$ _____ per month

Price in Words _____ per month

Note: Bidder can elect to bid on both base bids or just one of the base bids. Bid will not be awarded solely based on the above prices. Cost for additional services will be considered.

****Bidders that submit bids for Base Bid 1 must complete the form below for Additional Services for Grounds Maintenance**

ADDITIONAL SERVICES FOR GROUNDS MAINTENANCE (Bidder will fill in Unit Cost Column)

Item	Unit Cost or Markup	Units
Sodding: Materials (Fescue)	.85	Per sq ft
Sodding: site prep, labor	2.10	Per sq ft
Irrigation -Materials	20	% Markup
Irrigation -Labor	24	Cost/Man-hour
Aeration/Over seeding -Materials	20	% Markup
Aeration/Over seeding -Labor	24	Cost/Man-hour
Tree/Shrubs -Materials	20	% Markup
Tree/Shrubs Installation -Labor	24	Cost/Man-hour
Supervisor	30	Cost/Man-hour
Foreman	30	Cost/Man-hour
Additional Laborer w/ Truck & Hand Tools	24	Cost/Man-hour
Additional Laborer w/ Truck & Small	24	Cost/Man-hour

Power Equipment		
Additional Laborer w/ Truck & Heavy Equipment	124.00	Cost/Man-hour
General Labor	24	Cost/Man-hour
Cypress Mulch – 3 cu yd size bag	3.00	Per Bag
Pine Straw: Std Commercial Bale	7.50	Per Bale
Shredded Hardwood	at cost	Per Cubic Yd
Mini-Nuggets	3.60	Per Bag

*Note: All materials will be charged per the above markup percentage. Contractor will provide copies of invoices for original price of the materials.

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 and Bidder will ensure that any sub-contractors also provide the same insurance as required pursuant to this contract:

Portion of Work: none

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Proposal is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

This address is where all communications concerning this Proposal shall be sent.

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

**PROJECT 15-007: ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL – KEY WEST
BIGHT /CITY MARINA**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. RFP 15-007
for _____
2. This sworn statement is submitted by Key West Landscaping Services Inc
(Name of entity submitting sworn statement)
whose business address is 730 Duval St. Key West FL 33040
_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is 262-61-3194 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)
3. My name is Pedro Garinas and my relationship to
(Please print name of individual signing)
the entity named above is _____
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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 t 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.

FLORIDA BID BOND

BOND NO. _____

AMOUNT \$ 8,112

KNOW ALL MEN BY THESE PRESENTS, that

Pedro GARCIA, hereinafter called the
PRINCIPAL, and KEY WEST LANDSCAPING SERVICES, a corporation duly
organized under the laws of the State of FL. having its principal place of business at
730 DUVAL ST KEY WEST in the State of FL and
authorized to do business in the State of Florida, as SURETY, are held firmly bound unto
hereinafter called the Obligee, in the sum of EIGHT thousand one hundred TWELVE
DOLLARS (\$ 8,112.00) 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 or Proposal for:

ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL – KEY WEST
BIGHT/CITY MARINA, said Bid Proposal, by reference thereto, being hereby made a part
hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE
for the furnishing of labor, materials, (except those specifically furnished by the Owner),
equipment, machinery, tools, apparatus, means of transportation for, and the performance of the
work covered in the Proposal and the detailed Specifications entitled:

ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL – KEY WEST
BIGHT/CITY MARINA

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within
five (5) working days after written notice of such acceptance, enters into a written Contract with

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 a 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.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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.)

Pedro Garma
(Signature)
10-3-07
(Date)

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 3rd day of October, 2007.

My commission expires:

Melinda Oviedo
NOTARY PUBLIC



The names of the principal officers of the Corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Proposal as Principals are as follows:

Name	Title
<u>Pedro Garmas</u>	<u>President</u>
<u>Bill Roberts</u>	<u>Vice - President</u>

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 3rd day of October, 2007.

(SEAL)

Name of Corporation

By: Pedro Garmas

Title: President

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2007.

Signature of Bidder _____

Title _____

ANTI-KICKBACK AFFIDAVIT

PROJECT 15-007: ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL --
KEY WEST BIGHT/CITY MARINA

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *Pablo Ben*

Sworn and subscribed before me this

3rd day of October, 2007.
Melinda Oviedo
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 3rd day of, October 2007.

PRINCIPAL


By

SURETY


Attorney-In-Fact



COPY

Neighborhood Maintenance Ser corp.

**P.O.BOX 924350 Homestead, FL
33092
305. 235.2092 Ofc.
305. 258-9297 Fax**

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Washington Mutual Bank

OFFICIAL CHECK



HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

10-86/220

148987967

MATCH THE AMOUNT IN WORDS WITH THE AMOUNT IN NUMBERS



WASHINGTON
MUTUAL

FOUR THOUSAND
ONE HUNDRED
SIXTY DOLLARS
AND 00 CENTS

****Oct 2, 2007 FOUR THOUSAND ONE HUNDRED SIXTY DOLLARS AND 00 CENTS ****

4556 (10/99)

PAY TO THE ORDER OF City of Key West

Issued by Integrated Payment Systems, Inc., Englewood, Colorado To Citibank, N.A., Buffalo, NY

DRAWER: Washington Mutual Bank
AUTHORIZED SIGNATURE
REMITTER
Neighborhood Maintenance

James H. Davis



1730 135

⑈029763⑈ ⑆022000868⑆ 25001489879679⑈



Neighborhood Maintenance Ser Corp
P.O.Box 924350
Miami FL 33092
Phone: 305-235-2092
Fax: 305-258-9297

OUR COMPANY PROFILE

Neighborhood Maintenance, is a full-service; family-owned that is devoted to making their customers happy. We are an incredibly professional company and give our all for a mind-blowing landscape. Our company's scope of expertise in all aspects of pre-construction services, landscapes along with landscape maintenance, irrigation, and unbelievable services.

Neighborhood Maintenance is unmatched by any other landscape and site construction n delivering on-time, on-budget results for even the most challenging projects. Neighborhood Maintenance's commitment to service means that on every project, Neighborhood Maintenance teams will seek to provide the most dynamic, strategic results for every customer, everyday, no matter how large or small the project.

Our company's workforce is skilled in all aspects of landscape services including earthwork and underground utilities; specialty concrete and Landscape, landscape mitigation, themed environments and water features, and environmental mitigation.

Our company's landscape maintenance program provides complete horticultural services for expert turf maintenance, weed and pest control, fertilization, soil conditioning, shrub and groundcover maintenance, and seasonal color planting and rotation.

Neighborhood Maintenance reinforces its commitment to employee safety and Professional growth through training.



Training and Safety

Training

Neighborhood Maintenance is committed to training. We *train* and *retrain* our employees through a development program that motivates for success and rewards performance and leadership with opportunities for growth. We have training programs designed for technical services and support, arborist training, safety, gardeners, supervisor, project management, project superintendent, Construction, business development, administration and safety.

Safety

Safety is one of the most important insurance policies a full-service landscape company can offer. Neighborhood Maintenance is committed to providing a safe working environment for all of our employees on every one of our four sites. Our branch has one dedicated safety officer who is responsible for enforcing safety

Policies everyday. Monthly safety meetings with the branch manager, safety officer, and crew leaders are held to review safety concerns, best practices, and accident prevention. Weekly meetings are held to discuss "tailgate topics" and provide management. Reviews are completed on a consistent basis. At each review, goals are set and progress is carefully monitored. At Neighborhood Maintenance, we support promotion from within and find that continuous training contributes to improved morale and retention.

Each truck is equipped with needed equipment. The trailers are routinely examined and maintained. We take safety very seriously.



Quality Control Program

Quality standards on a Neighborhood Maintenance landscape are extremely high. To ensure that our standards are being met, and that you are receiving the best service, our Neighborhood Maintenance branch have a **quality, quantity, and efficiency** program to measure the quality and efficiency of our performance on your landscape.

Quality and efficiency checks are followed up by twice-yearly visits from senior management who perform additional quality inspections.

Every quarter, the branch manager and the account manager randomly chose locations to visit. This visit consists of a site inspection with the project crew leader responsible for service at that location. A form is used to rate all aspects of the landscape. Each line is filled in and any dialogue regarding the scoring is encouraged.

It is our goal to maintain a long-term relationship, providing you with the best service and quality available in our industry.

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

PROPOSAL

To: The City of Key West/CRA

Address: 525 Angela Street, Key West, Florida 33040

Project Title: ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL – KEY WEST BIGHT/CITY MARINA

Project: RFP No. 15-007

BIDDER'S INFORMATION

Name: ~~Neighborhood Maintenance Services~~ CORP

Address: P.O. BOX 924350
Homestead FL 33092

Contact Name: ~~Neighborhood Maintenance Services~~ Corp

Email: ~~neighborhoodmaintenanceser@yahoo.com~~

Telephone: 305-235-2092

Fax: 305-258-9297

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

BID FORM

BASE BID 1

1. WEEKLY ROUTINE GROUND MAINTENANCE \$ 6,933.00 per month
month \$1,600.00 each cut x52 week per year

Price in Words Six thousand nine hundred thirty tree per month

BASE BID 2

1. DAILY TRASH REMOVAL \$ _____ per month

Price in Words _____ per month

Note: Bidder can elect to bid on both base bids or just one of the base bids. Bid will not be awarded solely based on the above prices. Cost for additional services will be considered.

****Bidders that submit bids for Base Bid 1 must complete the form below for Additional Services for Grounds Maintenance**

ADDITIONAL SERVICES FOR GROUNDS MAINTENANCE (Bidder will fill in Unit Cost Column)

Item	Unit Cost or Markup	Units
Sodding: Materials (Fescue)	\$1.00	Per sq ft
Sodding: site prep, labor	\$1.00	Per sq ft
Irrigation -Materials	100%	% Markup
Irrigation -Labor	\$65.00	Cost/Man-hour
Aeration/Over seeding -Materials	100%	% Markup
Aeration/Over seeding -Labor	\$40.00	Cost/Man-hour
Tree/Shrubs -Materials	100 %	% Markup
Tree/Shrubs Installation -Labor	\$45.00	Cost/Man-hour
Supervisor	\$62.00	Cost/Man-hour
Foreman	\$55.00	Cost/Man-hour
Additional Laborer w/ Truck & Hand Tools	\$120.00	Cost/Man-hour
Additional Laborer w/ Truck & Small	\$120.00	Cost/Man-hour

Power Equipment	\$45.00	
Additional Laborer w/ Truck & Heavy Equipment	\$250.00	Cost/Man-hour
General Labor	\$35.00	Cost/Man-hour
Cypress Mulch – XXXXXXX bag	\$5.50	Per Bag
Pine Straw: Std Commercial Bale	\$7.50	Per Bale
Shredded Hardwood	\$90.00	Per Cubic Yd
Mini-Nuggets	\$6.50	Per Bag

*Note: All materials will be charged per the above markup percentage. Contractor will provide copies of invoices for original price of the materials.

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 and Bidder will ensure that any sub-contractors also provide the same insurance as required pursuant to this contract:

Portion of Work: N/A

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Proposal is: Neighborhood Maintenance Service CORP

Doing business at P.O. BOX 924350

City Homestead State FL Zip 33092

Telephone No. 305-235-2092

This address is where all communications concerning this Proposal shall be sent.

The names of the principal officers of the Corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Proposal as Principals are as follows:

Name	Title
<u>Ana B Castineira</u>	<u>President</u>
_____	_____
_____	_____

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 29 day of September, 2007.

(SEAL)

Name of Corporation

By: Neighborhood Maintenance Service Corp (Ana B Castineira)

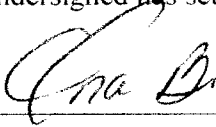
Title: President

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this 29 day of September, 2007.

Signature of Bidder 

Title President

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

PROJECT 15-007: ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL – KEY WEST BIGHT /CITY MARINA

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. RFP No. 15-007
for Routine ground maintenance and/or trash removal-Key West Bight/City Marina
2. This sworn statement is submitted by Neighborhood Maintenance Service CORP
(Name of entity submitting sworn statement)

whose business address is P.O. BOX 924350 Homestead FL 33092
_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is 20-3876060 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)
3. My name is Ana B Castineira and my relationship to
(Please print name of individual signing)

the entity named above is Neighborhood Maintenance Service CORP
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural 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 a 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.

☒ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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)

(Date)

STATE OF

COUNTY OF

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 29 day of September, 2007.

My commission expires: March 29, 2011

NOTARY PUBLIC



JORGE L. PEREZ
MY COMMISSION # DD 656981
EXPIRES: March 29, 2011
Bonded Thru Budget Notary Services

ANTI-KICKBACK AFFIDAVIT

PROJECT 15-007: ROUTINE GROUNDS MAINTENANCE AND/OR TRASH REMOVAL --
KEY WEST BIGHT/CITY MARINA

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Awa B. Castineira

Sworn and subscribed before me this

29 day of September, 2007.

Hiram Dase FL
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



JORGE L. PEREZ
MY COMMISSION # DD 656981
EXPIRES: March 29, 2011
Bonded thru Budget Notary Services

[Handwritten signature of Jorge L. Perez]

CS Premier Realty

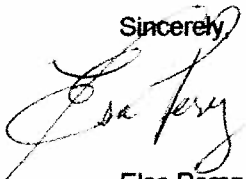
4325 E 10 Ave
Hialeah FL 33013
Phone: 305-335-7811
Fax: 305-557-9806

September 30, 2007

Dear Sir or Madam:

Neighborhood Maintenance Service Corp is highly recommended as a lawn maintenance and landscaping company. I have worked with this company for more than two years; they are always on schedule and their performance is stupendous.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Elsa Perez', written in black ink.

Elsa Perez
President

CUTLER GLEND & CUTLER MEADOW

September 28, 2007

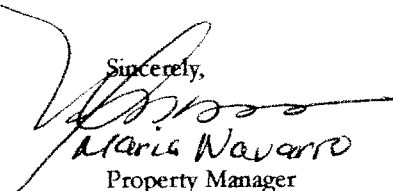
11100 SW 196 ST
11280-11240 SW 196 ST
Miami FL 33157
PH: 305-233-6254

To Whom It May Concern:

When Neighborhood Maintenance was hired to perform Lawn maintenance and Landscaping for Cutler Glend & Cutler Meadow, the property was out of proportion. Weeds were inside a cherry fence and in the landscaping. Another problem was the trees had grown too big. A cleaning of the property was scheduled before the first service.

When the job was done, we were stunned because the property looked amazing. Based on the work performed by Neighborhood Maintenance Services Corp, I can recommend them for any lawn maintenance or landscaping job.

If you should need further elaboration, please feel free to contact me.
At (305) 233-6254

Sincerely,

Maria Navarro
Property Manager

.....

14171SW 139 CT
Miami FL, 33186
PH: 305-251-5049
Fax: 305- 258-9297
E-mail: wmcare@bellsouth.net

W & M Care Services INC

September 30, 2007

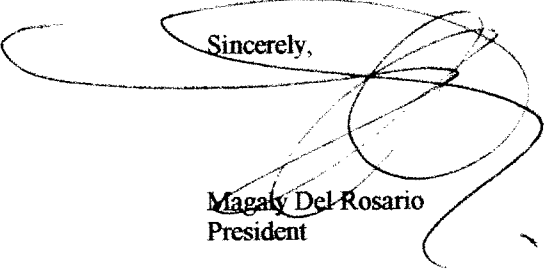
Dear Sir or Madam:

I have had the pleasure of working with Neighborhood Maintenance Services Corp, for the last fifteen months, they have been an excellent acquisition .

Before hiring Neighborhood Maintenance Services Corp, I had a company doing the maintenance work, and every year I would need to pay for a cleaning of the property. Since Neighborhood has been doing our maintenance, our property looks unbelievable.

For this reason, I would recommend them for any maintenance job.

Sincerely,


Magaly Del Rosario
President

.....

September 27, 2007

The Sod Depot and Landscaping, Inc.
15874 SW 147 Street
Miami, FL 33196
Tel. 786-267-3306
Fax. 305-278-1163
www.thesoddepot.com

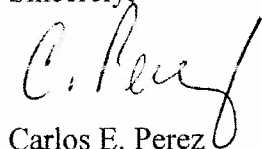
Reference: Neighborhood Maintenance, Inc.

To Whom It May Concern:

This is to inform you that during the last two years Neighborhood Maintenance has worked with The Sod Depot and Landscaping, Inc. on various projects, including work for Florida International University, and has always performed professionally and within requirements.

If you any further questions please feel free to contact me at 305-498-9549.

Sincerely,



Carlos E. Perez
President



Floritam, Palmetto, Seville, Bermuda, Zoysia, Centipede and Paspalum



CHARLES H. BRONSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services

Pesticide Applicator Certification Program

Record of Attendance for Continuing Education Units

Section 487.049(2) and 482.111(10), F.S.

Pesticide Certification Office Telephone: (850) 488-3314

Bureau of Entomology and Pest Control Telephone: (850) 921-4177

License Number(s):		Date of Birth:	Last 4 digits of SSN:
Last Name: Perez	First Name: Jorge L.	Middle Name: L	Suffix:
Mailing Address: 26105 SW 130th			
City: Homestead		State: FL	Zipcode: 33032
Signature of Pesticide Applicator: [Signature]			Date: 8-10-06

Program ID: 4394		Class: John D. Campbell Ag. Center 18710 SW 288th Street Homestead, FL		
Title: 2006 Limited Commercial Landscape 6-Hour Review Class		Dates: 8/10/2006 8:30 a.m. to 8/10/2006 2:20 p.m.		
Sponsor: MIAMI-DADE COUNTY EXTENSION SERVICE				
Date(s) of Attendance	Sign-In Time	Sign-Out Time	Sign-In Time	Sign-Out Time
8-10-06	8:30	12:30		

Earned CEUs		
Bur. of Entomology and Pest Control (BE&PC)	Bur. of Compliance Monitoring (BCM)	Bur. of Compliance Monitoring (BCM)
☐ COMM FUMIGATION ☐ COMM GHP ☒ COMM L&O ☐ COMM TERMITE & WDO ☒ LIMITED L&O ☒ LIMITED STRUCTURAL ☒ LTD LANDSCAPE MAINT ☐ PUBLIC HEALTH	2 *CORE* ☐ AG ANIMAL ☐ AG TREE CROP ☐ AQUATIC ☐ DEMO & RESEARCH ☐ NATURAL AREAS ☒ PRIVATE APPLICATOR AG ☐ REG INSP & SAMPLING ☐ RIGHT-OF-WAY ☐ SEWER ROOT CONTROL ☐ WOOD TREATMENT	☐ AERIAL ☐ AG ROW CROP ☐ ANTIFOULING PAINT ☐ CHLORINE GAS ☐ FORESTRY ☒ ORNAMENTAL & TURF ☐ RAW COMMODITY FUMIGATION ☐ REGULATORY PEST CONTROL ☐ SEED TREATMENT ☐ SOIL & GRHSE FUMIGATION
Signature of Trainer or Contact Person: [Signature]	Date: 8-10-06	Total CEUs Earned: 4

This record of attendance must be retained by the Certified Applicator until renewal time.

At renewal time, **BE&PC** applicants mail original copy to:

At renewal time, **BCM** applicants mail original copy to:

Bureau of Entomology and Pest Control
1203 Governor's Square Blvd. Suite 300
Tallahassee, Florida 32301

Pesticide Certification Office
P.O. Box 6710
Tallahassee, Florida 32314-6710

DACS-13325E Rev. 1/02

Applicator sends in original at time of renewal.



UNIVERSITY OF
FLORIDA

IFAS EXTENSION



CERTIFICATE OF PARTICIPATION

This is to certify that

Jorge Perez

Has Successfully Completed The

Scouting in Nurseries

March 31, 2006

Carlos F. Bilepali, Ph.D.
Extension Agent III, Tropical Fruits, MC
University of Florida
Miami-Dade County Extension Service

Joseph V. Garofalo, Ph.D. Extension Agent I
Commercial Ornamentals
University of Florida
Miami-Dade County Extension Service



CHARLES H. BRONSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Pesticide Applicator Certification Program

Record of Attendance for Continuing Education Units

Section 487.049(2) and 482.111(10), F.S.

Pesticide Certification Office Telephone: (850) 488-3314

Bureau of Entomology and Pest Control Telephone: (850) 921-4177

License Number(s):		Date of Birth:	Last 4 digits of SSN:
Last Name: <i>PEREZ</i>	First Name: <i>Jorge</i>	Middle Name: <i>J</i>	Suffix:
Mailing Address: <i>26105 SW 130th</i>			
City: <i>Homestead</i>		State: <i>FL</i>	Zipcode: <i>33032</i>
Signature of Pesticide Applicator: <i>[Signature]</i>			Date: <i>4-4-06</i>

Program ID: 3719		Class: Miami-Dade Extension Service.	
Title: 2006 Certificate Course in Horticulture, week # <i>2</i>		18710 SW 288 Street Homestead, FL	
Sponsor: MIAMI-DADE COUNTY EXTENSION SERVICE		Dates: 4/4/2006 8:30 am to 4/4/2006 11:30 am	
Date(s) of Attendance	Sign-In Time	Sign-Out Time	Sign-In Time
<i>4/4/2006</i>	<i>8:30</i>	<i>11:30</i>	

Earned CEUs		
Bur. of Entomology and Pest Control (BE&PC)	Bur. of Compliance Monitoring (BCM)	Bur. of Compliance Monitoring (BCM)
___ COMM FUMIGATION	2 *CORE*	___ AERIAL
___ COMM GHP	___ AG ANIMAL	___ AG ROW CROP
0 COMM L&O	___ AG TREE CROP	___ ANTIFOULING PAINT
___ COMM TERMITE & WDO	___ AQUATIC	___ CHLORINE GAS
0 LIMITED L&O	___ DEMO & RESEARCH	___ FORESTRY
___ LIMITED STRUCTURAL	___ NATURAL AREAS	0 ORNAMENTAL & TURF
0 LTD LANDSCAPE MAINT	0 PRIVATE APPLICATOR AG	___ RAW COMMODITY FUMIGATION
___ PUBLIC HEALTH	___ REG INSP & SAMPLING	___ REGULATORY PEST CONTROL
	0 RIGHT-OF-WAY	___ SEED TREATMENT
	___ SEWER ROOT CONTROL	___ SOIL & GRHSE FUMIGATION
	___ WOOD TREATMENT	
Signature of Trainer or Contact Person: <i>[Signature]</i>		Date: <i>4/4/06</i>
		Total CEUs Earned: <i>2</i>

This record of attendance must be retained by the Certified Applicator until renewal time.

At renewal time, **BE&PC** applicants mail original copy to:

At renewal time, **BCM** applicants mail original copy to:

Bureau of Entomology and Pest Control
1203 Governor's Square Blvd. Suite 300
Tallahassee, Florida 32301

Pesticide Certification Office
P.O. Box 6710
Tallahassee, Florida 32314-6710

DACS-13325E Rev. 1/02

Applicator sends in original at time of renewal.