

NOTE TO BIDDER: Use preferably BLACK ink for completing this Bid form.

**BID FORM**

To: The City of Key West  
 Address: 3140 Flagler Ave, Key West, Florida 33040  
 Project Title: Navy Mole Pier Electrical Distribution System Upgrades

City of Key West Project No.: ITB # 12-023

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

Name: Michael Teranga  
 Telephone: 954-325-2133

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the Work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees, as evidenced by signing the Bid, that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the Work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 90 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 104 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$1000 per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$500 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for inspection, testing, overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

750 MCM CABLE

The unit price includes all labor, material and equipment necessary to remove the existing cable, inspect and clean the cable conduits, provide and install the new cable, and terminate all connections. Also included are any appurtenances necessary to perform this task.

SALVAGE 750 MCM CABLE

The Bidder agrees to salvage the existing 750 MCM cable and provide an amount to deduct from the Lump Sum Bid. This deduct includes transporting the cable for salvage.

ADDITIONAL BASLER RELAYS

The unit price includes all material and appurtenances required for installation and the required warranty.

#### ADDITIONAL CTs

The unit price includes all material and appurtenances required for installation and the required warranty.

#### ADDITIONAL 3200-AMP BREAKER

Bidder agrees to furnish to Owner 1 Each Eaton/Cutler Hammer – Style DSLII 632, 3200A frame, electrically operated, drawout breaker with DSLII FT32 Fuse Truck and with all appurtenances required for installation and the required warranty.

#### ADDITIONAL 1600-AMP BREAKER

Bidder agrees to furnish to Owner 3 Each Eaton/Cutler Hammer – Style DSLII 516, 1600A frame, electrically operated, drawout breaker with all appurtenances required for installation and the required warranty.

#### ADDITIONAL 800-AMP BREAKER

Bidder agrees to furnish to Owner 1 Each Eaton/Cutler Hammer – Style DSLII 308, 800A frame, electronically operated, drawout breaker with all appurtenances required for installation and the required warranty.

#### ADDITIONAL CONTROL SWITCHES

Bidder agrees to furnish to Owner 6 Each Control Switches with all appurtenances required for installation and the required warranty.

#### CONTINGENCY ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Owner. The Owner will negotiate with the Contractor how each Contingency Allowance will be spent prior to performing the work as authorized by Work Change Directive (WCD).

#### POST COMMISSIONING ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen work that is identified after the system is commissioned. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Owner. The Owner will negotiate with the Contractor how each Commissioning Allowance will be spent prior to performing the work as authorized by Work Change Directive (WCD).

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

LUMP SUM BASE BID

A. Electrical Distribution System Upgrades including but not limited to the replacement of defective Conductors (excluding 750 MCM Cable), installation of nine (9) new relays, calibration and adjustment of all protective relays, removal and replacement of one-hundred and sixty-eight (168) C/Ts, removal and replacement of eight (8) receptacle cover switches (cubicles), removal and replacement of twenty-three (23) control switches, removal and replacement of four (4) momentary lock switches testing and rehabilitation of six (6) SF-6 switches, electrical system testing, and commissioning,

A.	750 MCM Cable	22,000 LF	\$ 13.50/LF	\$ 298,320.00
B.	Salvage 750 MCM Cable	22,000 LF	\$ 1.00 /LF	\$ 22,000.00
C.	Additional Basler Relays	6 EA	\$ 4200/EA	\$ 25,200.00
D.	Additional CTs	15 EA	\$ 300 /EA	\$ 4,500.00
E.	Additional 3200-amp Breaker with Fuse Truck	1 EA	\$ 85,000/EA	\$ 85,000.00
F.	Additional 1600-amp Breaker	3 EA	\$ 54,000/EA	\$ 162,000.00
G.	Additional 800-amp Breaker	1 EA	\$ 43,000/EA	\$ 43,000.00
H.	Additional Control Switches	6 EA	\$ 500 /EA	\$ 3,000.00
				<u>\$ 890,980.00</u>

J. Contingency Allowance \$ 100,000.00

K. Post Commissioning Allowance \$ 30,000.00

TOTAL LUMP SUM BID \$ 1,620,000  
(numerals)

One Million Six Hundred Twenty Thousand Dollars  
(Amount written in words has precedence)

and XX Cents  
(Amount written in words has precedence)

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:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**Surety**

Inco Dico Group whose address is  
100 2nd Ave South St. Petersburg FL 33701  
Street City State Zip

**Bidder**

The name of the Bidder submitting this Bid is Imperial Electrical  
Inc doing business at  
11821 NW 11 St Plantation. FL 33323  
Street City State Zip

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

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Michael Terango \_\_\_\_\_  
Tracy Terango \_\_\_\_\_  
\_\_\_\_\_

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_ day of \_\_\_\_\_ 20\_\_.

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

\_\_\_\_\_  
Title

## FLORIDA BID BOND

BOND NO. N/AAMOUNT: \$ ---5%---

KNOW ALL MEN BY THESE PRESENTS, that Imperial Electrical, Inc.  
11821 NW 11th Street, Plantation, FL 33323

hereinafter called the Contractor (Principal), and Developers Surety and Indemnity Company  
P. O. Box 19725, Irvine, CA 92623

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

(Obligee), in the sum of: Five percent of amount bid-----

----- DOLLARS (\$ ---5%---), for  
the payment for which we bind ourselves, our heirs, executors, administrators, successors,  
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for NAVY MOLE  
PIER ELECTRICAL DISTRIBUTION SYSTEM UPGRADES, Key West, Florida, 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 all labor, materials (except those to be specifically furnished by the Owner),  
equipment, machinery, tools, apparatus, means of transportation for, and the performance of  
the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

NAVY MOLE PIER ELECTRICAL DISTRIBUTION SYSTEM UPGRADES

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check,  
certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said  
bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written  
Contract with the Owner for the performance of said Contract, within 10 working days after  
written notice having been given of the award of the Contract.



436331A.GN1

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

Signed and sealed this 16<sup>th</sup> day of May, 2012.

Imperial Electrical, Inc.

Principal

By: 

Developers Surety and Indemnity Company

Surety

By: 

Attorney-In-Fact

Brett Rosenhaus, Attorney in fact

**END OF SECTION**

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

\*\*\*Charles J. Nielson, Charles D. Nielson, Brett M. Rosenhaus, Kevin R. Wojtowicz, Laura Mosholder, jointly or severally\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 1st, 2008.

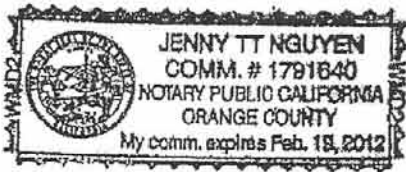
By: Daniel Young  
Daniel Young, Vice-President  
By: Stephen T. Pate  
Stephen T. Pate, Senior Vice-President



State of California  
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jenny TT Nguyen  
Jenny TT Nguyen, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate:

This Certificate is executed in the City of Irvine, California, this 16th day of May, 2012

By: Gregg Okura  
Gregg Okura, Assistant Secretary

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

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

1. This sworn statement is submitted with Bid or Proposal for Navy Mole Pier Electrical Distribution System Upgrades, City of Key West, Florida

2. This sworn statement is submitted by Imperial Electrical Inc  
(name of entity submitting sworn statement)

whose business address is 11821 NW 11 St Plantation  
FL 33323 and (if applicable) its Federal Employer

Identification Number (FEIN) is 01-0635999

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

3. My name is Michael A Terango  
(please print name of individual signing)

and my relationship to the entity named above is President

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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.

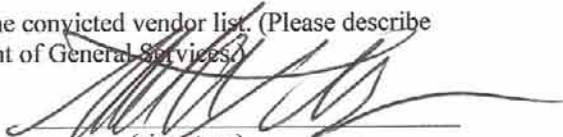
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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

  
 \_\_\_\_\_  
 (signature)  
5-16-12  
 \_\_\_\_\_  
 (date)

STATE OF FL  
 COUNTY OF Broward


PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Michael Toranzo  
 (name of individual signing)

who, after first being sworn by me, affixed his/her

signature in the space provided above on this 16 of May, 2012

My commission expires:

  
Cheryl Leathers  
 NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

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

CONTRACTOR: Imperial Electrical Inc  
11821 NW 11 ST  
Address  
[Signature]  
Signature  
Michael Teranga  
Print Name  
President  
Title



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

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:

Fax:

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

Length of time at this address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent)      Name of corporation acknowledging)  
or has produced \_\_\_\_\_ as identification  
(type of identification)

\_\_\_\_\_  
Signature of Notary

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

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

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

**BIDDER'S CHECKLIST**

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

- |     |  |                                     |
|-----|--|-------------------------------------|
| 1.  | All Contract Documents thoroughly read and understood.   | <input checked="" type="checkbox"/> |
| 2.  | All blank spaces in Proposal filled in, using black ink.   | <input checked="" type="checkbox"/> |
| 3.  | Total and unit prices added correctly.   | <input checked="" type="checkbox"/> |
| 4.  | Addenda acknowledged.  | <input checked="" type="checkbox"/> |
| 5.  | Subcontractors are named as indicated in the Proposal.   | <input checked="" type="checkbox"/> |
| 6.  | Company profile and experience record  | <input checked="" type="checkbox"/> |
| 7.  | Bid signed by authorized officer.  | <input checked="" type="checkbox"/> |
| 8.  | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.  | <input checked="" type="checkbox"/> |
| 9.  | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.  | <input checked="" type="checkbox"/> |
| 10. | Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. | <input checked="" type="checkbox"/> |
| 11. | Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and three copies.                                 | <input checked="" type="checkbox"/> |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.  | <input type="checkbox"/>            |
| 13. | Bidder must provide satisfactory documentation of State Licenses   | <input checked="" type="checkbox"/> |
| 14. | Anti-Kickback Affidavit.   | <input checked="" type="checkbox"/> |
| 15. | Public Entity Crimes.  | <input checked="" type="checkbox"/> |
| 16. | Local Vendor Certification.  | <input checked="" type="checkbox"/> |
| 17. | Non-Collusion Declaration and Compliance.  | <input checked="" type="checkbox"/> |
| 18. | Suspension and Debarment Certification   | <input checked="" type="checkbox"/> |

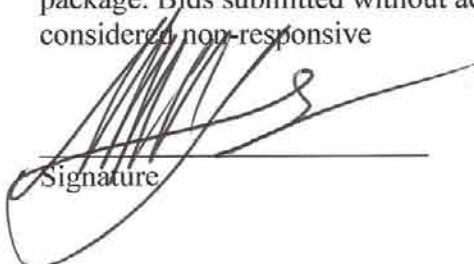


**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, Florida 330-40

**ADDENDUM #1**  
**Navy Mole Pier Electrical Distribution Upgrades**  
**Invitation to Bid: 12-023**  
**10 May 2012**

**Attached to this coversheet is Addendum #1 dated 9 May 2012 as  
Developed by CH2MHILL**

All Bidders shall acknowledge receipt and acceptance of this Addendum No 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

  
\_\_\_\_\_  
Signature

IMPERIAL ELECTRICAL INC.  
11821 NW 11 STREET  
PLANTATION, FL 33323  
\_\_\_\_\_  
Company

5-10-12  
\_\_\_\_\_  
Date



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )  
 : SS  
COUNTY OF MONROE )

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

By: [Signature]  
Imperial Electrical

Sworn and subscribed before me this  
16 day of May, 2012

[Signature]  
NOTARY PUBLIC, State of Florida  
at Large



My Commission Expires: \_\_\_\_\_

END OF SECTION

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<p><b>3. Report Type:</b></p> <input type="checkbox"/> a. initial filing b. material change
<p><b>4. Name and Address of Reporting Entity:</b></p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:		<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	

<p><b>10. a. Name and Address of Lobbying Entity</b>  <i>(if individual, last name, first name, MI):</i></p>    <p style="text-align: center;"><i>(attach Continuation Sheet(s))</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>    <p style="text-align: center;"><i>SF-LLLA, if necessary)</i></p>
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b>          _____          _____</p> <p><b>Print Name:</b>          _____          _____</p> <p><b>Title:</b>          _____          _____</p> <p><b>Telephone No.:</b> _____ <b>Date:</b> _____</p>
<p><b>Federal Use Only:</b></p>	<p>Authorized for Local              Reproduction              Standard Form – LLL (Rev 7 –              97)</p>

FORM DEP 55-221 (01/01)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING  
ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form DEP 55-221 (01/01)

**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**

ITEM/SEGMENT NO.: \_\_\_\_\_  
 F.A.P. NO.: \_\_\_\_\_  
 PARCEL NO.: \_\_\_\_\_  
 COUNTY OF: \_\_\_\_\_  
 BID LETTING OF: \_\_\_\_\_

I, Michael Teranga, hereby  
 declare that I am President of Imperial Electrical  
of Plantation Florida

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

IMPERIAL ELECTRICAL INC.  
11821 NW 11 STREET  
PLANTATION, FL 33323



CONTRACTOR: (Seal)

BY: Michael Terano  
NAME AND TITLE PRINTED

WITNESS: Cynthia...

BY: [Signature]  
SIGNATURE

WITNESS: [Signature]

Executed on this 16 day of May, 2012

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**



SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
  - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
  - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of 16 May, 2012  
By [Signature]  
Authorized Signature/Contractor  
Michael Terango President  
Typed Name/Title  
Imperial Electrical  
Contractor's Firm Name  
11821 NW 11 ST  
Street Address  
Plantation FL 33323  
Building, Suite Number  
954-325-2133  
City/State/Zip Code  
Area Code/Telephone Number

# IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

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## COMPANY RESUME

To: City of Key West

5/16/2012

Imperial Electrical specializes in Government, State and Municipal projects ranging from \$100 to \$2,000,000. We maintain a small to medium size company to allow us to provide a more hands on approach when working with government agencies. From start to finish of any project you work directly with management who will be involved from pricing to final payment. We believe and have had great success with this approach as our track record shows.

Presently we hold maintenance contracts with the City of Sunrise, City of Hollywood, Cooper City, City of Port St Lucie, and D.O.T. Turnpike Toll Plaza's and Service Plaza's which are one year up to 3 year contracts. We are on our seventh year with the City of Sunrise and ninth year with DOT Turnpike Maintenance and Emergency Service from Ft Pierce to Homestead. Broward County has selected our company as one of seven approved electrical contractors for small project vendor list. We have been doing business with Broward County for over 10 years on projects from \$1000 to \$1,000,000 and have established a quality reputation with this agency.

We also offer design build services from engineering to design and development. Many of our projects have been redesigned and value engineered by our company to provide cost savings and bring projects to within budget.

Please find the attached list of some completed projects for Government agencies that we have completed recently.

# IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

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## REFERENCE LIST

### **Broward County Port Everglades**

David Olmstead  
954-523-3404 Ext. 3665  
[dolmstead@broward.org](mailto:dolmstead@broward.org)

### **City of Hollywood**

Larry  
954-234-8831  
[lunderwood@hollywoodfl.org](mailto:lunderwood@hollywoodfl.org)

### **CITY OF SUNRISE**

STEVE KANE  
954-240-2725  
[skane@cityofsunrise.org](mailto:skane@cityofsunrise.org)

### **Broward County Parks**

Ingrid Triplett  
954-577-4640

### **Broward County Housing Authority**

Barbra Segal  
954-739-1114

### **Broward Community College**

Mike Coval  
954-444-0632  
[mcoval@broward.edu](mailto:mcoval@broward.edu)

### **Broward County Parks**

Shoban Smart  
954-577-4624  
[ssmart@broward.org](mailto:ssmart@broward.org)

### **City of Pembroke Pines**

Chuck Vones  
954-443-4829  
[cvones@ppines.com](mailto:cvones@ppines.com)

### **Musco Sports Lighting**

Jason Frucht  
954-732-5674  
[jason.frucht@musco.com](mailto:jason.frucht@musco.com)

### **World Electric**

William Olson  
954-979-1960  
[bill.olson@worldelectricsupply.com](mailto:bill.olson@worldelectricsupply.com)

### **Eaton Corporation**

Michael De Floria

### **US Coast Guard**

David Robinson  
305-278-6726  
[david.a.robinson@uscg.mil](mailto:david.a.robinson@uscg.mil)

### **US State Department**

Chuck O'Meara  
954-630-1159

### **DOT**

Neil Villena  
954-677-7895  
[nilo.villena@dot.state.fl.us](mailto:nilo.villena@dot.state.fl.us)

### **GSA Services**

Ft Lauderdale Federal Court House  
Joe Sabina  
954-356-7612

### **DOT Turnpike**

Ron Williams  
954-934-1109  
[ronny.williams@dot.state.fl.us](mailto:ronny.williams@dot.state.fl.us)

### **City of Aventura**

Tony Tomei  
1-305-466-8900

### **Broward County Purchasing**

Christine Calhoun  
954-357-6085  
[ccalhoun@broward.org](mailto:ccalhoun@broward.org)

### **City of FtLauderdale**

Mark S. Friedman  
954-828-5074  
[mfriedman@fortlauderdale.gov](mailto:mfriedman@fortlauderdale.gov)

### **City of Sunrise**

Carol Ungerer  
954-303-9877  
[cungerer@cityofsunrise.org](mailto:cungerer@cityofsunrise.org)

### **City Electric**

Cheryl Leathers  
954-938-0801  
[cleathers@ces-us.net](mailto:cleathers@ces-us.net)

### **Broward County**

Anne Birch

954-570-3680  
[michaeljdefloria@eaton.com](mailto:michaeljdefloria@eaton.com)

**Synergy ID**  
**Florida League of Cities**  
Michael Matheny  
888-580-7080  
[mmatheny@synergyid.com](mailto:mmatheny@synergyid.com)

**Town of Lauderdale By The Sea**  
Don  
954-275-0908  
[donp@lauderdalebythesea-fl.gov](mailto:donp@lauderdalebythesea-fl.gov)

954-831-4109  
[abirch@broward.org](mailto:abirch@broward.org)

**Broward County**  
William Kristen  
[wkristen@broward.org](mailto:wkristen@broward.org)

**City of Sunrise**

Water treatment plant VFD replacement  
\$33,000  
8/10/2004  
Eaton Corp.  
Bob Miller  
954-571-8282

**US Federal Courthouse**

Remodel 1st and 3rd floor courtrooms  
\$360,000

GSA Services  
Joe Sabina  
954-356-7612

**DOT Turnpike**

LED retrofit of traffic signals  
\$101,000  
3/6/2006  
DOT Turnpike  
Ron Williams  
954-868-7928

**Port Everglades Broward County**

Admin Bldg 1 Megawatt generator & switchgear  
\$670,000  
2001  
Broward County  
David Olmstead  
954-325-7925

**City of North Lauderdale**

81st Ave Street Lighting  
\$275,000  
10/5/2006  
Joe Santi  
City of North Lauderdale  
954-410-6823

**Port Everglades Broward County**

Terminal 2 Fire Alarm and Bridge Power  
\$ 95,000.00  
9/30/2008  
Broward County  
David Olmstead  
954-325-7925

**Patrick Air Force Base**

Replacement of exterior lighting  
\$550,000  
2000

**Hollywood Housing Authority**

New emergency generator  
\$66,000  
2002

**General Service Administration**

Social Security office Ft Pierce  
\$36,000  
2003  
GSA Services  
Joe Sabina  
954-356-7612

**St Lucie County Fairgrounds**

New Generator Installation  
\$100,000  
2004  
St Lucie County

**Broward Communtiy College**

Relocatable Fire Alarm and Electric  
\$84,000  
10/31/2008  
Gerrits Construction  
561-477-3553  
P.O. Box 810813  
Boca Raton, FL 33481

**Broward County**

Replace Lighting at Markham Park Range  
\$ 159,000.00  
11/15/2008  
Broward County  
Shoban Smart  
954-577-4624

AC# 4990176

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L10060901382

DATE	BATCH NUMBER	LICENSE NBR
06/09/2010	090474499	EC0002030

The ELECTRICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2012

FAZZINI, JAMES CHRISTOPHER  
IMPERIAL ELECTRICAL INCORPORATED  
951 NW 51 PLACE  
FT. LAUDERDALE FL 33309

CHARLIE CRIST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLIE LIEM  
INTERIM SECRETARY

