



REQUEST FOR QUOTE
Key West Historic Seaport
201 William Street
Key West, FL 33040

November 19, 2014

The City of Key West is requesting quotes for installation four (4) concrete light pole foundations on Lazy Way Lane per attached detail. This quote will also include the placement of 1" rigid conduit between foundations and to electrical source as shown on attached sketch.

TOTAL QUOTE AMOUNT - LUMP SUM

\$ 18,020.- *

Total in Words: Eighteen Thousand Twenty Dollars

Please fax or email quotes to Karen Olson by Wednesday, December 3, 2014, 4:00 P.M. at 305-293-6438 or kolson@cityofkeywest-fl.gov.

Cost of work to be all inclusive for a complete job including, but not limited to building permit fees, bonds, MOT, mobilization and demobilization, ect.... All payments for work will be based on LUMP SUM price. ***Contractor must provide breakdown of pricing.**

Each Contractor must inform him/herself of the conditions relating to the execution of the work, and it is required that he/she will inspect the site(s) and make himself/herself thoroughly familiar with the Request for Quote. Failure to do so will not relieve the successful Contractor of his/her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Request for Quote. It shall be the Contractors's obligation to verify for his/herself and to his/herself's complete satisfaction all information concerning site or worksite conditions.

This work will be scheduled as soon as possible. All work to be coordinated Key West Historic Seaport Maintenance Department.

Questions or to arrange a site visit, please contact Karen Olson, Deputy Port and Marine Services Director at 305-809-3803 or kolson@cityofkeywest-fl.gov.

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractors or subcontractors general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Contractor's policies must be endorsed to give no less than thirty (30) days notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

Additional Information:

Bidders must hold and furnish documentation of all State of Florida licenses, certifications, registrations or competency cards required in order to Bid and perform the work specified herein.

The successful Bidder will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award.

The successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- 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.
- A valid Business Tax Receipt issued by the City of Key West.

The CITY OF KEY WEST may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its Bid, (3) if the bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary or (6) if such rejection is in the best interest of the CITY OF KEY WEST. The CITY OF KEY WEST may also waive any minor informalities or irregularities in any bid.

All bidders are required to submit the following:

- Bid Form
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- City of Key West Indemnification Form
- Certificate of insurance
- Domestic Partnership Affidavit
- Cone of Silence Affidavit

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 Key West Historic
Seaport - (4) Concrete Light Pole Foundations
2. This sworn statement is submitted by Barracuda Builders of Key West, Inc.
(name of entity submitting sworn statement)
whose business address is 5601 3rd Avenue
Key West, FL 33040
and (if applicable) its Federal Employer Identification Number (FEIN) is 46-1840239

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

3. My name is Bryan Wofsey
(please print name of individual signing)
and my relationship to the entity named above is President / Owner
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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
 - a. A predecessor or successor of a person convicted of a public entity crime; or

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

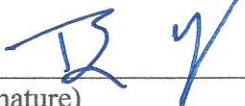
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July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

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

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

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

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



(signature)

12.3/2014

(date)

STATE OF Florida

COUNTY OF Monroe

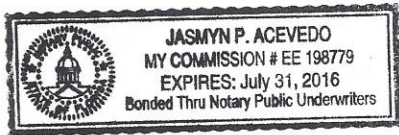
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 3 day of December, 2014.

My commission expires:

Jasmy P. Acevedo
NOTARY PUBLIC



INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater.

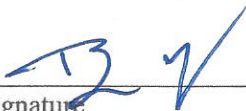
The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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

CONTRACTOR: Barracuda Builders of Key West, Inc. SEAL:



5601 3rd Avenue, KD FL 33040
Address


Signature

Bryan Wolfsey
Print Name

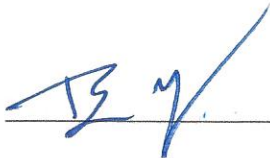
President
Title

DATE: 12/3/2014

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

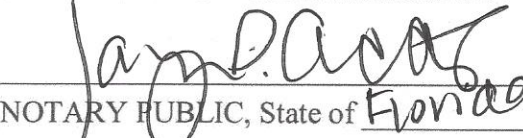
STATE OF Florida)
: SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of Barracuda Builders of KW, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

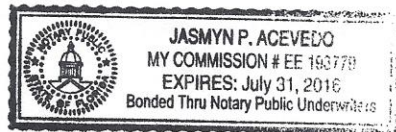
By: 

Sworn and subscribed before me this

3 day of December, 2014.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Monroe)

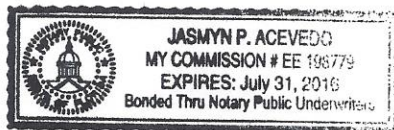
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Barrawda Builders of KW, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

3 Day of December, 2014.

Jasmy P. Acevedo
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



Barracuda Builders of Key West, Inc.

5601 3rd Avenue, Key West, FL 33040

Florida License Number: CGC1521253

info@barracudabuilders.com

Ofc: (305) 396-7752

Fax: (305) 396-7832

Cell: (305) 747-4637

Schedule of Values

To: City of Key West

Date: December 3, 2014

Attn: Karen Olson

Email: kolson@cityofkeywest-fl.gov

Project: Key West Historic Seaport
(4) Light Pole Foundations

Barracuda Builders of Key West, Inc. is pleased to quote the Sum of \$18,020 to provide all permit fees, supervision, labor, materials, tools, equipment and cleanup for the above referenced project.

Schedule of Values

Permit Fees.....	\$ 1,050.00
Maintenance of Traffic.....	\$ 1,900.00
Trenching, Conduit & Backfill.....	\$ 7,680.00
Light Pole Foundations.....	\$ 5,385.00
Replace Bricks, Bulkhead & Asphalt.....	\$ 2,005.00
TOTAL	\$ 18,020.00