

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

BID

To: The City of Key West
Address: 3126 Flagler Ave, Key West, Florida 33040
Project Title: POLICE STATION WINDOWS REPLACEMENT
Project: ITB #13-003

BIDDER'S INFORMATION

Name: ROYAL CREST COMPANIES INC. DBA ROYAL CREST BUILDER.

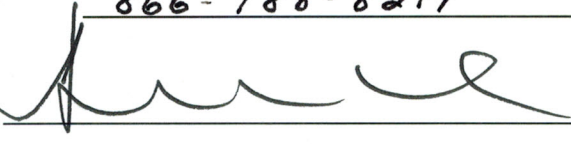
Address: 11745 5TH AVE OCEAN
MARATHON FL 33050

Contact Name: BRAD HAGER

Email: brad@royal-crest.com

Telephone: (305) 735-4042

Fax: 866-788-8219

Signature:  **Date:** 6-14-13

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/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 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 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 Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

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 TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 (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.

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 Contractor 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.”

LUMP SUM BASE 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 following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, 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. Final lump sum payments will be adjusted based on actual units and unit prices.



BID FORM

ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

LUMP SUM BASE BID PRICE

\$ 154,800.⁰⁰

Bid Total in Words

One hundred fifty four thousand and eight hundred dollars.

BID ALTERNATIVES

Please indicate whether the Alternate is an addition or deduction from the Base Bid

ALTERNATE 1 (Total Dollar Addition/Deduction to Base Bid)

\$ 5,200.⁰⁰

In Words

Five thousand two hundred dollars.

ALTERNATE 2 (Total Dollar Addition/Deduction to Base Bid)

\$ _____

In Words

ALTERNATE 3 (Total Dollar Addition/Deduction to Base Bid)

\$ _____

In Words

ALTERNATE 4 (Total Dollar Addition/Deduction to Base Bid)

\$ 30,000.00

In Words

Thirty thousand dollars.

BID BREAKDOWN*

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Base Bid and Alternate Bid prices and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

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 Bid is: ^{ANDREW GEORGE}
BRAD HABER FOR ROYAL CREST BUILDERS

Doing business at 11745 5TH AVE OCEAN

City MARATHON State FL Zip 33050

Telephone No. (305) 735-4042

This address is where all communications concerning this Bid 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:

| Name | Title |
|-----------------------------|-----------------------------|
| <u>ANDREW GEORGE</u> | <u>PRESIDENT</u> |
| <u>JEYATHEVA SELVARAJAN</u> | <u>VICE-PRESIDENT</u> |
| <u>ANDREW GEORGE</u> | <u>SECRETARY, TREASURER</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 14 day of JUNE, 2013.

(SEAL)
Name of Corporation _____
By: [Signature] _____
Title: PRESIDENT _____
Attest: [Signature] _____
Secretary



If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 20__.

Signature of Bidder _____

Title _____

Job History

Key West Housing Authority - Contact Larry Keys

Job 1 Location: Tropic Isles, Marathon 2012

Scope: Entire Complex Door replacements and awning installs

Job 2 Location: Newport Village, Key Largo 2012-2013

Scope: Entire complex Bathroom/Tub replacements

Monroe County Schools – Contact Jeff Barrow

Job 1 Location: Plantation Key School, Plantation 2013

Scope: Replace school stage

Monroe County Department of Social Services – Contact Matt Massoud

Ongoing Location: Various residential properties Monroe County 2011-2013

Scope: Weatherization projects

Bid Breakdown

| | |
|--------------------|-------------|
| 1. Mobilization | \$2,500.00 |
| 2. Labor | \$70,000.00 |
| 3. Materials | \$55,000.00 |
| 4. Profit | \$20,800.00 |
| 5. Permitting | \$3,000.00 |
| 6. Travel Expenses | \$1,500.00 |
| 7. Demobilization | \$2,000.00 |

A handwritten signature in black ink, appearing to be 'D. J. ...', located at the bottom center of the page.

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

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

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, Bid or Contract No. ITB #13-003 for POLICE STATION WINDOWS REPLACEMENT

2. This sworn statement is submitted by ROYAL CREST BUILDERS
(Name of entity submitting sworn statement)

whose business address is 11745 5TH AVE OCEAN, MARATHON
FLORIDA 33050 and (if applicable) its Federal
Employer Identification Number (FEIN) is 03-0469806 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is ANDREW GEORGE and my relationship to
(Please print name of individual signing)

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 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 a 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.)

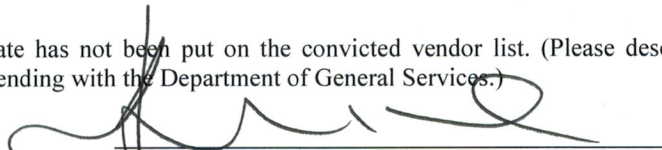
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 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 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)
6-14-13

(Date)

STATE OF FLORIDA

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

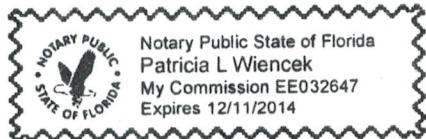
ANDREW GEORGE who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 14 day of JUNE, 2013

My commission expires:



NOTARY PUBLIC

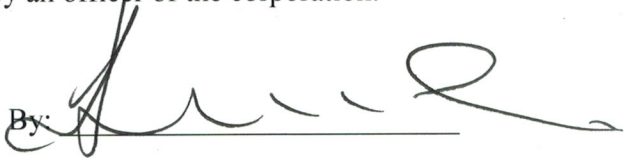


ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT


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.

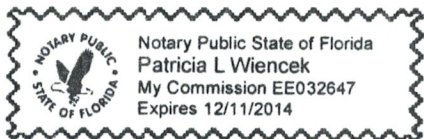
By: 

Sworn and subscribed before me this

14 day of JUNE, 2013.


NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 12-11-2014



CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") 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 indemnities 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: ROYAL CREST BUILDERS

SEAL:

11745 5TH AVE OCEAN MARATHON FL 33050
Address


Signature

ANDREW GEORSE
Print Name

PRESIDENT
Title

6-14-13
Date



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT


STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

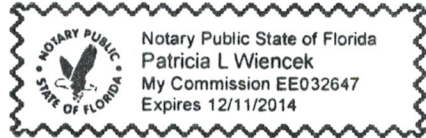
I, the undersigned hereby duly sworn, depose and say that the firm of ROYAL CREST BUILDERS provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 

Sworn and subscribed before me this

14 day of JUNE, 2013.


NOTARY PUBLIC, State of FLORIDA at Large



My Commission Expires: 12-11-14

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798
PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT**

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

 Title or Rank

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

Certificate of Completion

THIS CERTIFIES THAT

Andrew George

Has Successfully Participated

In

PGT Industries'

PGT Product Installation

8/22/2007

