

RESOLUTION NO. 12-184

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF THE OTAK GROUP, INC. IN RESPONSE TO ITB #12-008 FOR DESIGN, PURCHASE AND INSTALLATION OF COMPLETE SEWER PUMP-OUT SYSTEMS FOR WAHOO AND KINGFISH DOCKS AT THE CITY MARINA AT GARRISON BIGHT IN THE TOTAL AMOUNT OF \$92,490.19; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the bid of The Otak Group, Inc. in Response to ITB #12-008 is hereby awarded in the amount of \$92,490.19 for Design, Purchase and Installation of Complete Sewer Pump Out Systems for Wahoo and Kingfish Docks at the City Marina at Garrison Bight. (75% of cost to be reimbursed from Department of Environmental Protection Clean Vessel Act pre-approved grant).

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 5th day of June, 2012.

Authenticated by the presiding officer and Clerk of the Commission on June 5, 2012.

Filed with the Clerk June 6, 2012.



CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



Executive Summary

To: Jim Scholl, City Manager

From: David Hawthorne, Marilyn Wilbarger

Date: May 16th 2012

Re: Awarding of bid # ITB 12-008

ACTION ITEM

The purpose of this item is to authorize awarding ITB #12-008 to The Otak Group Inc. for the design, purchase and installation of complete sewer pump-out systems for Wahoo and King Fish transient docks

PROJECT BACKGROUND

Wahoo and King Fish floating piers located at City Marina Garrison Bight are among the last of the remaining docks in the marina that do not have fixed pump out service for customers that dock at the facility. This project was put out for bid and two vendors responded. Out of the two bidders the Otak Group responded with the lowest bid at \$92,490.19. The second bidder was Gary's Plumbing, which bid \$97,504.12. Gary's Plumbing is a local vendor but did not bid within the 5% local preference allowed.

The project ITB#12-008 requires The Otak group to design, purchase and install two complete marine grade sewer system pump-out services for Wahoo and King Fish piers. During the bid process staff also applied for grant funding thru the states Clean Vessel Act Grant to cover 75 % of the project expense. The Department of Environmental Protection has approved the funding based on reimbursement when the project is complete.

PURPOSE & JUSTIFICATION

The purpose of installing these pump-out systems is to make sewer pump-out available and assessable to the boats docked on the floating transient piers. By installing them now 75% of the cost will be reimbursed with grant money.

OPTIONS

- The City Commission can award the contract for ITB #12-008 to The Otak Group.

- The City of Key West can decline awarding ITB #12-008 to The Otak Group and re bid the project.

ADVANTAGES

- The Otak Group is the lowest bidder.
- The City of Key West City Marina would be 100 % pump out compliant on all docks.
- The expense to The City of Key West after completion would be 25 % of the total expense due to state funding support of 75 % of the total project cost.

DISADVANTAGES

- There are no foreseeable disadvantages for awarding this contract to The Otak Group or accepting the funding from the state.

FINANCIAL ISSUES

The cost of the project quoted by the Otak Group for completed design, purchase and installation of the marine grade sewer systems for both Wahoo and Kingfish pier is \$92,490.19. Grant funding will cover \$69,780.14 of the projects total cost. The City of Key West would have to pay the total cost of the project up front and be reimbursed from the state upon completion of the project .The final out of pocket expense to The City of Key West after grant reimbursement would be \$22,710.05

RECOMMENDATION

City Staff recommends that the commission approve the awarding of the contract bid# ITB 12-008 which is the design, purchase and installation of two complete sewer systems for Wahoo and Kingfish pier to “The Otak Group”.

PROCESS

- The City of Key West would award bid #12-008 to “The Otak Group” to construct the new sewer systems for Wahoo and Kingfish piers.
- The City of Key West would receive 75 % of the cost of the project after completion using The Department of Environmental Protection Clean Vessel Act pre-approved grant funding

ATTACHMENTS

City Clerk Bid Sheet
Otak Bid #12-008
Gary’s Plumbing Bid #12-008

INTEROFFICE MEMORANDUM

To: David Hawthorne, Marina Supervisor
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk *Cheryl Smith*
Date: November 23, 2011
Subject: **PURCHASE AND INSTALLATION OF MARINE SANITATION SYSTEM
FOR WAHOO AND KINGFISH PIER; BID #12-008**

Attached for your review are copies of the bids opened Wednesday, November 23, 2011 at 3:30 p.m. in response to the above referenced project.

- | | | | |
|----|--|--------|-------------|
| 1. | Gary's Plumbing, Inc.
6409 2 nd Terrace, Suite 1
Key West, FL 33040 | Total: | \$97,504.12 |
| 2. | OTAK Group, Inc.
96126 Mt. Zion Loop
Yulee, FL 32097 | Total: | \$92,490.19 |

CS/sph

CONTRACT

This Contract, made and entered into this 9th day of October 2012,
by and between the City of Key West, hereinafter called the "Owner", and OTAK Group, Inc.,
hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for MARINE SANITATION SYSTEM FOR WAHOO and KINGFISH PIERS, GB-1201, to the extent of the Proposal made by the Contractor, dated this 9th day of October, 2012, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the PROPOSAL, CONTRACT FORMS, PERFORMANCE and PAYMENT BONDS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and DRAWINGS (if any), which consists of purchase and installation of marine sanitation systems for Wahoo and Kingfish Piers are hereby referred to, and by reference, made a part of this Contract, as fully and completely as if the same were fully set forth herein, and are mutually cooperative therewith.

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

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

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

The Contractor 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 and fifty (150) calendar days after the date of the Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of five-hundred dollars (\$500.00) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

9th day of October, A.D., 2012.



Gregory Smith
City Clerk

By: Bogdan Vitas, Jr.
Bogdan Vitas, Jr. City Manager

Contractor:
OTAK Group, Inc.
96126 Mt. Zion Loop
Yulee, Florida, 32097

Michael Miller
Signature

Michael Miller, Sr. V.P.
Print Name, Title

Witness: Whitney Miller
Signature

Whitney Miller
Print Name

APPROVED AS TO FORM [Signature]
Attorney for Owner

CITY OF KEY WEST INDEMNIFICATION FORM

The Contractor shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

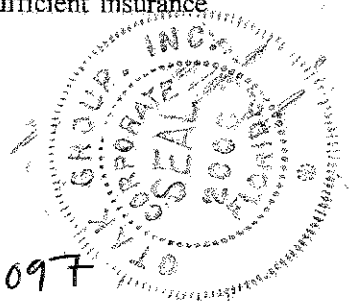
These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel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

SEAL:



96126 Mt. Zion Loop, Yulee, FL 32097

Address

Michael Miller

Signature

Michael Miller

Print Name

Sr. V.P.

Title

DATE: 10/9/12

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 9th day of October, 2012.

By Michael Miller
Authorized Signature/Contractor

Michael Miller / Sr. V.P.
Typed Name/Title

OTAK Group, Inc.
Contractor's Firm Name

96126 Mt. Zion Loop, Yulee, FL 32097
Street Address

Yulee, FL 32097
Building, Suite Number

904.225.2588
City/State/Zip Code

Area Code/Telephone Number

FRONT PAGE OF PUBLIC PAYMENT & PERFORMANCE BOND
In compliance with F.S. Chapter 255.05(1)(a)

Bond No.: 1002188

Contractor Name: OTAK Group, Inc
Contractor Address: 96126 Mount Zion Loop
Yulee, FL 32097
Contractor Phone No: 904-225-2588

Surety Company Name: The Hanover Insurance Company
Surety Company Address: 440 Lincoln Street
Worcester, MA 01653
Surety Company Phone No: 508-853-7200

Agent Name: Waldorff Insurance & Bonding, Inc.
Agent Address: 5023 N.W. 8th Ave, Suite B
Gainesville, FL 32605
Agent Phone No: 352-374-7779

Obligee Name: City of Key West
Obligee Address: PO Box 1409
Key West, FL 33041
Obligee Phone No: 305-809-3982

Bond Amount: \$92,490.19

Contract No: (if applicable) GB-1201

Description of Work: Purchased and Installation of Marina Sanitation System

Project Address: _____
Key West, FL

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

PERFORMANCE BOND

BOND NO. 1002188
AMOUNT: \$ 92,490.19

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, OTAK Group, Inc

with offices at 96126 Mount Zion Loop, Yulee, FL 32097

hereinafter called the **CONTRACTOR (Principal)**, and
The Hanover Insurance Company

with offices at 440 Lincoln Street, Worcester, MA 01653

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 **CITY OF KEY WEST**, represented by its _____, hereinafter called the **CITY (Obligee)**, in the sum of:

Ninety-Two Thousand, Four Hundred Ninety Dollars and 19/100 **DOLLARS** (\$ 92,490.19), lawful money of the United States of America, for the payment of which, well and truly be made to the **CITY**, the **CONTRACTOR** and the **SURETY** bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the **CONTRACTOR** has executed and entered into a certain Contract hereto attached, with the **CITY**, dated October 9th, 2012, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden **CONTRACTOR**:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the plans, drawings, specifications, and conditions as prepared by the **CITY**, invitation to bid, instructions to bidders, the **CONTRACTOR'S** bid as accepted by the above **CITY**, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying **PRINCIPAL** with labor, materials, or supplies, used directly or indirectly by **PRINCIPAL** in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this 10th day of October, 2012, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR OTAK Group, Inc

By:

C. D. Kato

(SEAL)

ATTEST

[Signature]

SURETY The Hanover Insurance Company

By:

Paul A. Locascio

Paul A. Locascio, Attorney-In-Fact & Fla. Resident Agent

(SEAL)

ATTEST

[Signature]

PAYMENT BOND

BOND NO. 1002188
AMOUNT: \$ 92,490.19

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, OTAK Group, Inc

with offices at 96126 Mount Zion Loop, Yulee, FL 32097

hereinafter called the CONTRACTOR, (Principal), and
The Hanover Insurance Company

with offices at 440 Lincoln Street, Worcester, MA 01653

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST, represented by its _____, hereinafter called the City (Obligee), in the sum of: Ninety-Two Thousand, Four Hundred Ninety Dollars and 19/100 DOLLARS (\$ 92,490.19), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for Purchase & Installation of Mariona Sanitation System attached hereto, with the CITY, dated October 9th, 20 12, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this 10th day of October, 2012, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR OTAK Group, Inc

By: 

(SEAL)

ATTEST



SURETY The Hanover Insurance Company

By: 

Paul A. Locascio, Attorney-In-Fact & Fla. Resident Agent

(SEAL)

ATTEST



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Dale Waldorff, Pamela L. Jarman, Wayne Walker, Benjamin H. French and/or Paul A. Locasio

of Mary Esther, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 16th day of November 2011.



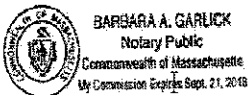
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Mary Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 16th day of November 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 10th day of October 20 12 .

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President

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

BID FORM

To: The City of Key West
Address: 3126 Flagler Ave, Key West, Florida 33040
Project Title: ITB # 12-008 Installation of marine sanitation sewer system for Wahoo and Kingfish Pier

BIDDER'S INFORMATION

Name: OTAK Group, Inc.
Address: 96126 Mt. Zion Loop
Yulee, FL 32097
Contact Name: Michael Miller
Email: mikemiller@otakgroup.com
Telephone: (904) 225-2588
Fax: (904) 225-1001

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 City of Key West, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

COMPLETION TIME

The Bidder further agrees to complete the project within ninety (90) calendar days of issuance of the purchase order.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for supply of the items the lump sum on the Bid Form. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The bid will be awarded on total bid amount. Final lump sum payments will be adjusted based on actual units and unit prices. A schedule of values shall be submitted with the bid.

BID FORM

ITB # 12-008 Purchase and installation of marine sanitation sewer system for Wahoo and Kingfish pier

Item	Units	Unit Measure	Unit Price	Total
Sanitation System	1	Lump Sum	92,490.19	92,490.19
			Shipping	0
			Total	92,490.19

LUMP SUM BID PRICE

\$ 92,490.19

Bid Total in Words

Ninety Two Thousand, Four hundred and Ninety Dollars and Nineteen Cents.

Bidder shall provide a complete schedule or values for the bid, including, labor, Parts, materials, using the format above. Bid will be awarded on a lump sum amount.

BIDDER

The name of the Bidder submitting this Bid is: OTAK Group, Inc.

Doing business at 96126 Mt. Zion Loop

City Yulee State FL Zip 32097

Telephone No. (904) 225-2588

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>Aaron Kato</u>	<u>President</u>
<u>Michael Miller</u>	<u>Senior Vice President</u>

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 23rd day of November, 2011.

(SEAL)

Name of Corporation OTAK Group, Inc.

By: Michael Miller

Title: Vice President

Attest: Walter Miller

~~Secretary~~
Contracts Manager

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2011.

Signature of Bidder _____

Title _____

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 OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB # 12-008 for
Installation of Marine Sanitation Sewer Systems for Wahoo & Kingfish Pier

2. This sworn statement is submitted by OTAK Group, Inc.
(Name of entity submitting sworn statement)
whose business address is 96126 Mt. Zion Loop, Yulee, FL 32097
and (if applicable) its Federal
Employer Identification Number (FEIN) is 59-3680427 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Michael Miller and my relationship to
(Please print name of individual signing)
the entity named above is Senior Vice 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 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.)

Michael Miller
(Signature)
November 23, 2011
(Date)

STATE OF Florida

COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

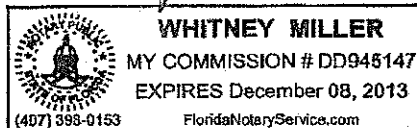
Michael Miller who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 23rd day of November, 2011.

My commission expires:

12-8-13

Whitney Miller
NOTARY PUBLIC



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

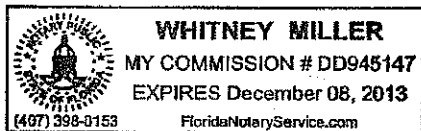
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Michael Miller

Sworn and subscribed before me this
23rd day of Novemeber, 2011.

Whitney Miller
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 12/8/13



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

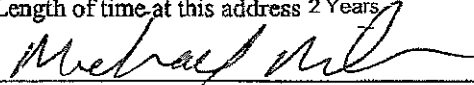
The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- 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

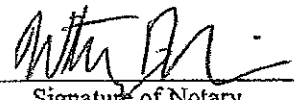
If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name OTAK Group, Inc. Phone: 904-225-2588
 Current Local Address: 96126 Mt. Zion Loop, Yulee, FL 32097 Fax: 904-225-1001
 (P.O. Box numbers may not be used to establish status)

Length of time at this address 2 Years

 Signature of Authorized Representative _____ Date 11/23/11

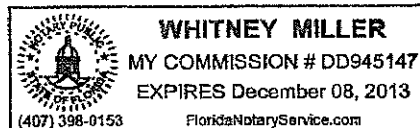
STATE OF Florida
 COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 23rd day of Nov., 2011.
 By Michael Miller, of OTAK Group, Inc.
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
 or has produced Personally Known as identification
 (type of identification)


 Signature of Notary
 Whitney Miller
 Print, Type or Stamp Name of Notary

 Contracts Manager
 Title or Rank

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



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

OTAK Group, Inc., 96126 Mount Zion Loop, Yulee, FL 32097
as Principal, hereinafter called the Principal, and

The Hanover Insurance Company, 440 Lincoln Street, Worcester, MA 01653
a corporation duly organized under the laws of the State of __as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Key West, P.O. Box 1409, Key West, FL 33041
as Oblige, hereinafter called the Oblige, in the sum of FIVE Percent of the amount bid

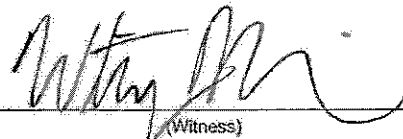
Dollars (\$92,490.19)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has submitted a bid for
ITB No: 12-008; Purchase and Installation of Marina Sanitation System

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of November, 2011.



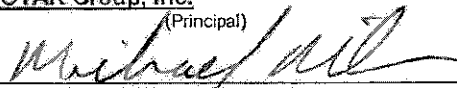
(Witness)



(Witness)

OTAK Group, Inc.

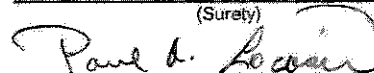
(Principal)



(Seal)

The Hanover Insurance Company

(Surety)



**Paul A. Locascio, Attorney-in-Fact
& Florida Licensed Resident Agent**
(Seal)

MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA
THE HANOVER INSURANCE GROUP

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint Dale Waldorff, Pamela L. Jarman, Wayne Walker, Benjamin H. French and/or Paul A. Lucascio

of Mary Esther, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows: Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 22nd day of July, 2009.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Joanne Anderson
Mary Joanne Anderson, Vice President
Robert K. Grennan
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 22nd day of July, 2009, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Gavelick
Notary Public
My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 23rd day of November, 2011.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen F. Braut
Stephen F. Braut, Assistant Vice President

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

BID FORM

To: The City of Key West

Address: 3126 Flagler Ave, Key West, Florida 33040

Project Title: ITB # 12-008 Installation of marine sanitation sewer system for Wahoo and Kingfish Pier

BIDDER'S INFORMATION

Name: Gary's Plumbing, Inc.
Address: 6409 2ND Terrace
Suite 1
Key West, FL 33040
Contact Name: Gary Centonze
Email: garys plumbing1@aol.com
Telephone: 305-296-6013
Fax: 305-292-4978

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 City of Key West, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

COMPLETION TIME

The Bidder further agrees to complete the project within ninety (90) calendar days of issuance of the purchase order.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for supply of the items the lump sum on the Bid Form. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The bid will be awarded on total bid amount. Final lump sum payments will be adjusted based on actual units and unit prices. A schedule of values shall be submitted with the bid.

BID FORM

ITB #12-008 Purchase and installation of marine sanitation sewer system on Wahoo and Kingfish Pier

Item	Units	Unit Measure	Unit Price	Total
Pump Equipment Package - Material	1		\$26,709.00	\$26,709.00
Pump Equipment Package - Installation Labor	1		\$12,500.00	\$12,500.00
Piping - Suction & Discharge - Material	1		\$11,340.00	\$11,340.00
Piping - Suction & Discharge - Installation Labor	1		\$37,650.00	\$37,650.00
Electrical	1		\$4,705.00	\$4,705.00
Plans / Engineering / Submittals	1		\$1,100.00	\$1,100.00
		Bonding 3%		\$2,820.12
		Shipping		\$680.00
		Total		\$97,504.12

Lump Sum Bid Price

\$ 97,504.12

Bid Total in Words

Ninety Seven Thousand Five Hundred Four Dollars and Twelve Cents

BIDDER

The name of the Bidder submitting this Bid is: Gary's Plumbing, Inc.

Doing business at 6409 2ND Terr #1;

City Key West State FL Zip 33040

Telephone No. 305-296-6013

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>Gary Centonze</u>	<u>President</u>

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 22ND day of November, 2011.

(SEAL)

Name of Corporation

By: Gary Centonze,


Title: President

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this 22ND day of November, 2011.

Signature of Bidder  Gary Centonze

Title President

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 OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB NO: 12-008 for Purchase + install marine sanitation system for Wahoo - Kingfish Pier
2. This sworn statement is submitted by Gary's Plumbing, Inc.
(Name of entity submitting sworn statement)
whose business address is 6409 2ND TERR #1; Key West, FL 33040
and (if applicable) its Federal
Employer Identification Number (FEIN) is 65-0335861 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)
3. My name is Gary Centonze 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 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.)

GARY CENTORZE
(Signature)
NOV 21, 2011
(Date)

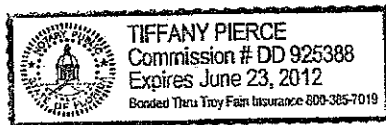
STATE OF Florida
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 22ND day of November, 2011.

My commission expires: Tiffany Pierce
NOTARY PUBLIC



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]*
Gary Couture

Sworn and subscribed before me this

22ND day of November, 2011.

Tiffany Pierce
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: _____

**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 Gary's Plumbing, Inc. Phone: 305-296-6013
Current Local Address: 6409 2ND Terr; Key West, FL Fax: 305-292-4978
(P.O. Box numbers may not be used to establish status) 33040

Length of time at this address _____
Gary Centonze Nov 21, 2011
Signature of Authorized Representative Date

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 21st day of November, 2011.
By Gary Centonze, President, of Gary's Plumbing, Inc.
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced N/A as identification
(type of identification)

Tiffany Pierce
Signature of Notary



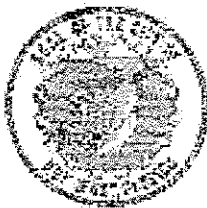
Return Completed form with Supporting documents to: City of Key West Purchasing

Type or Stamp Name of Notary

Title or Rank

PART 2

CONTRACT FORMS



Notice of Award

Date

Company
Attention:
Address
City, State, Zip

Project: ITB NO: 12-008 Purchase and installation of marine sanitation system for Wahoo and Kingfish pier

Dear:

At a meeting of the Key West City Commission held on _____, 2011, your firm, _____ was awarded the contract for ITB NO: 12-008 Purchase and installation of marine sanitation system for Wahoo and Kingfish pier for a total contract amount of \$ _____.

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

The Certificate of Insurance must be attached to the documents; an original and two copies are acceptable. Please provide Performance and Payment Bonds in an amount equal to 100% of the contract value. Builders Risk is not required as part of this contract. The attached Performance and Payment Bonds boiler plates may be used or the Contractor may submit their own equivalent bond forms.

A copy of your City of Key West Business Tax Receipt must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3982.

Sincerely,

David Hawthorne
City Marina

SAMPLE CONTRACT

This Contract, made and entered into this 22ND day of November 2011, by and between the City of Key West, hereinafter called the "Owner", and Gary's Plumbing hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the PROJECT ITB NO: 12-008 Purchase and installation of marine sanitation system for Wahoo and Kingfish pier, to the extent of the BID made by the Contractor, dated this _____ day of _____ 2011, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of Purchase and installation of marine sanitation system for Wahoo and Kingfish pier are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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

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

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after

the date of final acceptance of the work by the Owner, and further agrees to indemnify and hold harmless the Owner from any costs encountered in remedying such defects.

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 ninety (90) calendar days after the date of the Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of five hundred dollars (\$500.00) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this _____ day of _____ 2011.

Attest:

By:

Cheryl Smith, City Clerk

Jim Scholl, City Manager

Contractor: Gary's Plumbing, Inc. Witness: _____

By: _____ Print Name: _____

Print Name: Gary Centore

Title: president

PERFORMANCE BOND

BOND NO.
AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, Gary's Plumbing, Inc.

with offices at 6409 2nd Terr; #1; Keywest, FL 33040
hereinafter called the CONTRACTOR (Principal), and

Broder + Company
with offices at 6191 Orange Dr. Suite 6159E; Davie, FL 33314

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 **CITY OF KEY WEST**, represented by its _____, hereinafter called the CITY (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated November 22nd, 2011, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the plans, drawings, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.


AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this 22ND day of November, 2011, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By:

 GARY CONTANCE

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

PAYMENT BOND

BOND NO.
AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, Gary's Plumbing, Inc

with offices at 6409 2nd Terr #1; Key West, FL 33040
hereinafter called the CONTRACTOR, (Principal), and

Broder + Company
with offices at 6191 Orange Dr; Suite 6159E; Davie, FL 33314

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 CITY OF KEY WEST, represented by its _____, hereinafter called the City (Obligee), in the sum of: _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for Wahoo+ Kingfish Pier attached hereto, with the CITY, dated Nov 22nd, 2011, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

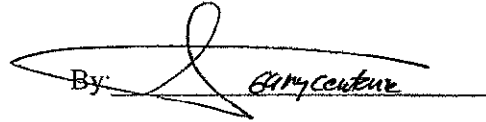
NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this 22ND day of November, 2011, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By:  _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

NOTICE TO PROCEED

Date 11/22/11

Company Gary's Plumbing, Inc.
Attention: Gary Centonze
Address 6409 2nd Terrace #1
City, State, Zip Key West, FL 33040

Project: ITB NO: 12-008 Purchase and installation of marine sanitation system for Wahoo and Kingfish pier

You are hereby notified to commence work on _____, 2011 in accordance with the Contract made with the City of Key West on the _____ day of _____ 2011. The work shall be completed within ninety days (90) from the above date.

Sincerely,

David Hawthorne
City Marina

Receipt of this NOTICE TO PROCEED is hereby acknowledged this, the 22nd day of November, 2011.

CONTRACTOR: _____

By: Gary Centonze

Title: President

Date: 11/22/11

Please return one (1) copy of this notice to:

David Hawthorne
City Marina
1801 North Roosevelt Blvd
Key West, FL 33040

PART 3: REQUIRED SPECIFICATIONS AND SCOPE OF WORK

Sewer sanitation system for Wahoo and Kingfish pier

- Schedule 80 PVC piping. HDPE SDR-17 pipe may be used as an alternate
- Peristaltic Keco brand pumps (1) model 900 M 40 for Kingfish Pier and (1) model 900 M 55 for Wahoo pier (see attached specifications)
- 316 Stainless hangers and fasteners any substitutes must be approved by The City of Key West
- Spear brand check valves Y pattern
- Schedule 80 PVC ball valves "Spear brand"
- Cam lock service hydrants "Banjo Brand"
- Check valves on the main suction and discharge lines at the sewer pumps.
- All associated electrical connections to pump and switches
- (3) wired on off switch locations on Wahoo pier (see attachment)
- All slips on Wahoo and Kingfish pier shall have pump out capability.
- Blue print drawings indicating location of plumbing, electrical and equipment .
- Contractor is required to supply all documents necessary for grant reimbursement.
- Bidder will be responsible for hiring a licensed engineer and paying for the signed and sealed drawings that are in accordance with local, state and federal regulations and guidelines
- Bidder is responsible for all associated costs of the purchase and installation of the Wahoo and Kingfish pier marine sewer sanitation systems.
- Equipment and installation will have a one year warranty on parts and labor.
- Bidder is responsible for obtaining all permits and paying for all fees associated with permits

Scope of work

Prospective bidder shall be responsible for the design, purchase and installation of all components necessary to complete marine sanitation sewage removal systems for Wahoo and Kingfish piers which includes all pumps, pipes, connections, main sewer connections, plans and permits.



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

October 23rd, 2011

To: All Prospective Bidders

Pursuant to the City of Key West's Code of Ordinances Section 2-769: Invitation to Bid (ITB), the City of Key West (CITY) is soliciting competitive sealed Bids for the ITB NO: 12-008 Purchase and installation of marine sanitation system for Wahoo and Kingfish pier. This package contains the following documents.

- a. Bidding Requirements
- b. Required Specifications and Bid Submittals

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). Please contact David Hawthorne, Marina Supervisor (305) 809-3982, with questions concerning the project and scope of work.

Firms/corporations submitting a Bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Anti-Kickback Affidavit, Public Entity Crimes Certification, and Local Vendor Certification.

TABLE OF CONTENTS

PART 1: BIDDING REQUIREMENTS

Information to Bidders
Invitation to Bid
Instructions to Bidders
Bid Form
Public Entities Crime Form
Anti – Kickback Affidavit
Local Vendor Certification

PART 2: REQUIRED SPECIFICATIONS AND SCOPE OF WORK

INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID NO. 12-008: Installation of marine
sanitation sewer system for Wahoo and Kingfish pier

ISSUE DATE: October 23rd 2011

PRE BID CONFERENCE: N/A

MAIL BIDS TO: CITY CLERK
CITY OF KEY WEST
3126 Flagler Ave
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE
RECEIVED: November 23rd 2011

NOT LATER THAN: 3:30 P.M. LOCAL TIME

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

INVITATION TO BID

Sealed Bids addressed to the City of Key West (CITY), for the Invitation to Bid (ITB) # 12-008 for purchase and installation of marine sanitation sewer systems for Wahoo and Kingfish pier will be received at the office of the City Clerk, City of Key West, Florida, until 3:30 p.m., local time, on November 23rd 2011 and then will be publicly opened and read. Any Bids received after the time and date specified will not be considered.

The project contemplated consists of providing installation of all piping and equipment to support a marine sanitation sewer system to remove sewage from vessels using the Wahoo and Kingfish piers.

Specifications may be obtained from DemandStar by Onvia or from the City of Key West website (www.keywestcity.com). Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

One (1) original, one (1) copy, and 2 CD copies or flash drives in PDF format of the Bid are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "ITB # 12-008: Purchase and installation of marine sanitation sewer system for Wahoo and Kingfish pier", and addressed to the City Clerk.

The CITY 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. The CITY may also waive any minor informalities or irregularities in any Bid.

INSTRUCTIONS TO BIDDERS

1. TYPE OF BID

LUMP SUM

The Bid for the items is to be submitted on a LUMP SUM basis. LUMP SUM prices shall be broken down on a unit price basis for each item in the Bid and a Schedule of Values shall be included with the bid. The total amount to be paid the Bidder shall be the amount of the Lump Sum Bid as adjusted for additions or deletions in number of units. The City of Key West reserves the right to enter into a contract for all or portions of the items and to adjust the final number of items accordingly.

2. PREPARATION OF BIDS

GENERAL

All blank spaces in the Bid form must be filled in, as required, in BLACK INK or TYPED. All price information will be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between amounts stated in writing and the amounts stated in figures.

Any Bid shall be deemed informal, which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published ITB.

Bidders shall not submit unbalanced bids as requested in the breakdown of bids.

Only one (1) Bid from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the City of Key West that any Bidder is interested in more than one (1) Bid for work contemplated, all Bids in which such Bidder is interested will be rejected.

3. SIGNATURE

The Bidder shall sign his/her Bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the City of Key West prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

4. **ATTACHMENTS**

Bidder shall complete and submit the following forms with his Bid or as otherwise identified in the bid document:

- Bid Form,
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- Local Vendor Certification Form

5. **STATE AND LOCAL SALES AND USE TAX**

The City of Key West is exempt from state sales tax on materials. Bidder, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes unless stated differently in these documents. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

6. **SUBMISSION OF BIDS**

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the ITB. Bids must be made on the Bid forms provided herewith.

Each Bid must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the ITB. One original and one copy are required.

7. **MODIFICATIONS OR WITHDRAWAL OF BIDS**

Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telephone, fax, or email. If by telephone, fax, or email, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

8. **AWARD OF CONTRACT**

Within sixty (60) calendar days after the opening of the Bids, The City of Key West will accept one of the Bids. The acceptance of the Bid will be by issuance of a purchase order. In the event of failure of the lowest, responsive, qualified Bidder supply the items with the specified time, The City of Key West may award the Contract to the next lowest, responsive, qualified Bidder.

The City of Key West reserves the right to reject any and/or all Bids because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Bids, and to accept any Bid that it deems to be in the best interest of The City of Key West.

9. **BASIS OF AWARD**

The City of Key West, on the basis of the Bid will make the award from the lowest, responsive, qualified Bidder that in the Cities sole and absolute judgment will serve the best interests of the City of Key West.

If at the time this Contract is to be awarded, the total of the lowest acceptable Bid exceeds the funds then estimated by the City as available, the City of Key West may reject all Bids or take such other action as best serves the Cities interest.

10. **TIME OF COMPLETION**

The Bidder further agrees to complete the project within ninety (90) calendar days (weekends and holidays included) of issuance of the purchase order.

11. **PAYMENT TERMS**

The Bidder will bill the City on a monthly basis. Terms of payment will be a maximum of 45 days from receipt of invoice.

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

BID FORM

To: The City of Key West

Address: 3126 Flagler Ave, Key West, Florida 33040

Project Title: ITB # 12-008 Installation of marine sanitation sewer system for Wahoo and Kingfish Pier

BIDDER'S INFORMATION

Name: _____

Address: _____

Contact Name: _____

Email: _____

Telephone: _____

Fax: _____

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 City of Key West, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

COMPLETION TIME

The Bidder further agrees to complete the project within ninety (90) calendar days of issuance of the purchase order.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for supply of the items the lump sum on the Bid Form. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The bid will be awarded on total bid amount. Final lump sum payments will be adjusted based on actual units and unit prices. A schedule of values shall be submitted with the bid.

BID FORM

ITB # 12-008 Purchase and installation of marine sanitation sewer system for Wahoo and Kingfish pier

Item	Units	Unit Measure	Unit Price	Total
			Shipping	
			Total	

LUMP SUM BID PRICE

\$ _____

Bid Total in Words

Bidder shall provide a complete schedule or values for the bid, including, labor, Parts, materials, using the format above. Bid will be awarded on a lump sum amount.

BIDDER

The name of the Bidder submitting this Bid is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

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
_____	_____
_____	_____

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 _____ day of _____, 2011.

(SEAL)

Name of Corporation _____

By: _____

Title: _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2011.

Signature of Bidder _____

Title _____

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 OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. _____ for

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)
whose business address is _____
_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____ (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is _____ and my relationship to
(Please print name of individual signing)
the entity named above is _____

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter

into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with 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)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this _____ day of _____, 2011.

My commission expires:

NOTARY PUBLIC

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: _____

Sworn and subscribed before me this

_____ day of _____, 2011.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

**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

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

Print, Type or Stamp Name of Notary

Title or Rank

PART 2: REQUIRED SPECIFICATIONS AND SCOPE OF WORK

Sewer sanitation system for Wahoo and Kingfish pier

- Schedule 80 PVC piping. HDPE SDR-17 pipe may be used as an alternate
- Peristaltic Keco brand pumps (1) model 900 M 40 for Kingfish Pier and (1) model 900 M 55 for Wahoo pier (see attached specifications)
- 316 Stainless hangers and fasteners any substitutes must be approved by The City of Key West
- Spear brand check valves Y pattern
- Schedule 80 PVC ball valves "Spear brand"
- Cam lock service hydrants "Banjo Brand"
- Check valves on the main suction and discharge lines at the sewer pumps.
- All associated electrical connections to pump and switches
- (3) wired on off switch locations on Wahoo pier (see attachment)
- All slips on Wahoo and Kingfish pier shall have pump out capability.
- Blue print drawings indicating location of plumbing, electrical and equipment .
- Contractor is required to supply all documents necessary for grant reimbursement.
- Bidder will be responsible for hiring a licensed engineer and paying for the signed and sealed drawings that are in accordance with local, state and federal regulations and guidelines
- Bidder is responsible for all associated costs of the purchase and installation of the Wahoo and Kingfish pier marine sewer sanitation systems.
- Equipment and installation will have a one year warranty on parts and labor.
- Bidder is responsible for obtaining all permits and paying for all fees associated with permits

Scope of work

Prospective bidder shall be responsible for the design, purchase and installation of all components necessary to complete marine sanitation sewage removal systems for Wahoo and Kingfish piers which includes all pumps, pipes, connections, main sewer connections, plans and permits.