FLORIDA BID BOND

BOND NO . # 137144

AMOUNT \$ 345.45

KNOM	A T.T.	MEN	BY	ਆਮ ਸ਼ਾਵਸ਼	PRESENTS	that
KNUW	АШ	MEN	DI	TUCOU	LUCOUN TO	, u.a.

Cristian Swanson	, hereinafter called the	
PRINCIPAL, and Maritime Resources	, a corporation duly	
organized under the law softhe State of Florida	having its principal place of business at:	
440 Avenue C , Key West	in the State of Florida and	
authorized to do business in the State of Florida, as SURETY, are held firmly bound unto		
hereinafter called the Obligee, in the sum of Three	hundred forty-five dollars and forty-five cents	
DOLLARS \$ 345.45) for th	e payment for which we bind ourselves, our	
heirs, executors, administrators, successors, and a	ssigns, jointly and severally, firm ly by these	
presents	•	

THE CONDITION OF THIS BOND IS SUCH THAT:

W HEREAS, the PRINCIPAL is herewith submitting his orits Bid or Proposal for:

MOORING FIELD INSPECTIONS, REPLACEMENTS, said Bid or Proposal, by reference thereto, being hereby made a parthereof.

THE TENER OF THE TRACE TO A COUNTY OF THE OBLIGEE



First State Bank Of The Florida Keys Key West, Florida 33040

137144

1

Security Features Included

REMITTER MARITIME RESOURCES LLC

PAY TO THE ORDER OF CITY (

ORDER OF CITY OF KEY WEST

DATE 23-Jun-10

AMOUNT \$345.45

THE SUM345 MUS45 CTS

Cashier's Check

The purchase of an Indemnity Bond will be required before any Cashier's Check of this bank will be replaced or refunded in the event it is lost, misplaced or stolen.



Lucy adas
AUTHORIZED SIGNATURE

137144# #O67000438# 0100001184#

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

- Bid Form including detail schedule of values,
- Sw orn statem entunder section 287 133 (3) (a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit.
- LocalVendorCertification
- At least three (3) years of current or recent projects of sin ilar work shall be provided (dates of works and contacts shall be included),
- A description of any previous or existing legal action against the Bidder within the past three (3) years. If none, bidder shall state this fact.
- New item: A Illubididens shall include with their bid package their complete bid on a CD in PDF from at (2 CD copies are required with the bid)

Note: if any of the item's above or as required in other parts of the document are not included in the Bid, the bid will be considered nonresponsive and therefore will be rejected unless City Commission directs otherwise.

7. STATE AND LOCAL SALES AND USE TAX

The Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, 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 item ize the tax.

8. SUBMISSION OF BIDS

A 11. Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the IB. Bids must be made on the Bid form sprovided 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 IB. One original, one copy, and 2 CD copies are required.

9. 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

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

BID

To:	The City of Key West	
Address:	525 Angela Street, Key West, Florida 33040	
Project Title:	MOORING FIELD IN SPECTIONS REPLACEMEN	NTS
Project:	IB #10-008	
BIDDER'S INF	ORMATION	
Name:	Maritime Resources LLC	_
Address:	440 Avenue C	-
	Key West, FL 33040	-
Contact Name:	Cristian Swanson	-
Email:	finnsea@yahoo.com	-
Telephone:	(305)304-3151	-
Fax:	(305)294-4775	-
Signature:	Nauson	Date: 6-23-10

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his Bid, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the ContractDocuments. Perform ance and PaymentBonds will not be required as part of this contract.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within the schedule established in the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of two hundred fifty dollars (\$250.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

SALES AND USE TAXES

The Birder 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 crimemay 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 m on the form the date of being placed on the convicted vendor list."

LUMP SUM BASE BID

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

IB #10-008: Mooring Field Inspection/Repairs

<u>ITEM</u>	NO.UNITS	UNITS	\$ PER UNIT	TOTAL PER EVENT
Inspection/report	ing 141	each	\$49.00	\$6909.00
Of mooring syster	n			

Total in words: Six Thousand Nine Hundred and Nine Dollars

REPAIR OF UNITS

If repairs are made to a mooring system, the repair price will be based on a lump sum price to replace that part of the system. City Marina shall provide replacement mooring system parts. The Bidder agrees to replace each part of the mooring system for the following price:

MOORING SYSTEM PART	COST TO REPLACE
Anchor Head	\$44.00
Anchor Head Bolt	
Anchor Head Nut	\$4.00
Anchor Shackle	\$29.00
Anchor Shackle Cotter Pin	\$4.00
Anchor Shackle Pin	\$29.00
Lower Thimble	\$24.00
Downline	\$44.00
Sub-Surface Buoy	\$14.00
Upper Thimble	
Downline Shackle	
Downline Shackle Seizing Wire	no charge
Downline Shackle Pin	\$29.00
Swivel	\$44.00
Surface Buoy	
Mooring Shackle	\$29.00
Mooring Shackle Seizing Wire	
Mooring Shackle Pin	\$29.00

C. Swansu

SUBCONTRACTORS

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

Portion of Work:		
Name:	······································	
•		
Address:		
Portion of Work:		
Name:		
Address:		
Portion of W ork:		
Name:		
Address:		
•		
BIDDER		
The name of the Bidder submitting this Bid is: $\underline{\mathbf{N}}$	faritime Resources LLC	
Doing business at 440 Avenue C		
City Key West	State FL	Z î p 33040
Telephone No. (305)304-3151		

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

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

Name	Title
Cristian Swanson	President
Jennifer Swanson	Treasurer
If Corporation	
IN W IFNESS W HEREOF the undersigned corpora and its seal affixed by its duly authorized officers to	
(SEAL)	
Name of Corporation Maritime Resources LLC	an
By. Clistian Gwalison	
Attest: Sun Jana KERRY S	HADAS
Secretary	
If Sole Proprietor or Partnership	
IN W ITNESS hereto the undersigned has sethis/he 2010.	er/its hand thisday of
Signature of Bidder	
##%	

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

PROJECT IB #10-008: MOORING FIELD INSPECTIONS/REPLACEMENTS

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

1.	This sworn statement is submitted with Bid, Proposal or Contract No1	0-008
	for Mooring Field Inpection/Repairs	
2.	This sworn statement is submitted by Maritime Resources	
	(Name of entity submitting swom sta	ziem ent)
	whose business address is 440 Avenue C, Key West, FL 33040	
		and (ifapplicable) its Federal
	Employer Identification Number (FEIN) is 90-0365246	(If the entity has no FEIN
	include the Social Security N umber of the individual signing this swom	statem ent.)
3.	Myname is Cristian Swanson	and my relationship to
	(Please printnam e 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), <u>Florida Statutes</u>, 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 U nited 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 U nited States and involving antibust, fixed, theft, bribery, collusion, racketsering, conspiracy, material misrepresentation.
- 5. Tunderstand that "convicted" or "conviction" as defined in Paragraph 287 133 (I) (b), Florida Statutes, means a finding of guilt-ora conviction of a public entity crime, with orwithout an adjudication guilt, in any federal or state trial count of second relating to changes brought by indictment information after July 1, 1989, as a result of a jury verilict, non-jury trial, or entry of a plea of guilty or no lo contenders.
- 6. I understand that an "affiliate" as defined in Paragraph 287 133 (1) (a), Florida Statutes, means
 - A predecessor or successor of a person convicted of a public entity crine; or
 - 2. An entity under the control of any natural person who is active in the management of tentity 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 5 length agreement, shall be a prima facile 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. Tunderstand that a "person" as defined in Paragraph 287 133 (1) (8), Florida Statutes, means any natural person orientity organized under the law softany state on 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.
- Based on information and belief, the statement, which I have marked below, is true in relation to the entity
 submitting this sworm statement. (Please indicate which statement applies.)
 - X Neither the entity subm litting 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 subm itting this swom statement, or one orm one of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
 - These has been a proceeding concerning the conviction before a hearing of the State of Florida,

 D ivision of A dm inistrative H earings. The final orderentered 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 Sate of Florida, D ivision of A chrinistrative H earings. The final order entered by the hearing officer determined that it was in the public interest to men ove 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) (-23-16 (Date)

STATE OF Florida
COUNTY OF Moniol

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 33rd day of June ,2010.

My commission expires:

NOTARY PUBLIC



ANTI-KICKBACK AFFIDAVIT

PROJECT IB #10-008: MOO	RING FIELD INSP	ECTIONS/REPLACEMENTS
STATE OF FLORIDA) : ss	
COUNTY OF MONROE)	
proposal will be paid to any e	mployees of the City	ay that no portion of the sum herein bid or y of Key West as a commission, kickback, member of my firm or by an officer of the
Swom and subscribed before m 23 rd day of June Sune Vacales NOTARY PUBLIC, State of FI	,2010. brida atLarge	KERRY S. HADAS Notary Public - State of Florida My Commission Expires Jan 13, 2011 Commission # DD 620325 Bonded Through National Notary Asen.
My Comm ission Expires: $\frac{1}{2}$	13-11	_

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/herknow ledge and belief, that the vendorm eets 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 D epartment 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 in mediately prior to the issuance of the solicitation.
- M aintains a workforce of at least 50 percent of its employees from the city or within 30 m iles of its boundaries.
- c. Having paid all current license taxes and any other fees due the dity at least 24 hours prior to the publication of the call forbids or request for proposals.
 - Nota local vendor pursuant to 0 indinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to 0 idinance 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 Maritime Resources LLC	Phone: (305)304-3151
CumentLocalAddress: (P O Box num bers m ay not be used to establish status)	Fax: (305)294-4775
440 Avenue C, Key West, FL 33040 Length of time acting address 6 years	
C- Juenon	6-23-10
Signature of Authorized Representative	D ate
STATE OF Florida COUNTY OF MONTOL.	,
The foregoing instrumentwas acknowledged before m	ethis 33^{19} day of June, 2010.
By Cristian Swanson / President	, of Maritime Resources UC
Name of officer or agent, title of officer or agent)	
orhasproduced	as identification,
(type of identification)	Augus Vadas
	Signature of Notary
Supporting documents to:	RRYSANDASYDE or Stamp N am e of N otany ublic - State of Florida sion Expires Jan 13, 2011 seion # DD \$20325

Bonded Through National Notificial and Rank

TEMPORARY RECEIPT

MONROE COUNTY TAX COLLECTOR'S OFFICE AMOUNT VEHICLE: LICENSE TAG CERT. TITLE _____ ORIGINAL TITLE CERT. AUTO WT _____ 20 TAG NO _____ TITLE CERT. TRANSFER TAG TRANSFER MAKE-TYPE _____ **DUPLICATE TAG** ID. NO _____ **DUPLICATE CERTIFICATE OF TITLE** MODEL _____CYL ___ **DISABLED PERSONS PARKING PERMIT** PENALTY LIEN SALES TAX BOAT: XXXXX χх 20 / BOAT REGISTRATION FL # _____ ORIGINAL TITLE APPLICATION TITLE TRANSFER TRANSFER OF REGISTRATION LIEN **SALES TAX** SERVICE CHG. XXXXX ΧХ **HUNTING FISHING:** 20 / HUNTING & FISHING LICENSE LICENSE # _____ PERMIT # SERIES # _____ xxxxx DOG: 20 / DOG LICENSE # xxxxx OCCUPATIONAL: ΧХ ACCT. #47/101-87899 20 / OCCUPATIONAL LICENSE w 25 TRANSFER FEE xxxxx TAXES: хх PAYMENT: ☐ REAL ESTATE _____ □ CURRENT □ TANGIBLE _____ ☐ DELINQUENT ☐ WASTE _____ (01 25 TOTAL DANISE D. HENRIQUEZ, TAX COLLECTOR

WHITE: CUSTOMER YELLOW: ACCOUNTING PINK: CLERK

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt Holder must meet all City zoning and use provisions. P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name

MARITIME RESOURCES LLC

CtlNbr:0018193

Location Addr

111 US HWY 1 609

Lic NBR/Class

10-00022320 SERVICE - GENERAL

Issue Date:

June 22, 2010 Expiration Date: September 30, 2010

License Fee

\$148.05

Add. Charges

\$0.00

Penalty

\$49.35

Total

\$148.05

Comments: MARINE CONSULTING AND REPAIR

Trans date: 6/22/10

This document must be prominently labeled yeld. MARITIME RESOURCES LLC

Time: 15:14:45

MARITIME RESOURCES LLC

440 AVE C

KEY WEST FL 33040

MARITIME RESOURCES LLC

440 Ave. C

Key West, Florida 33040

305-304-3151

finnsea@vahoo.com

Mooring Field Bid # 10-008

20 June 2010

List of current or recent Mooring Field and Diving Projects;

Currently (June 2010) Replacing Mooring Systems in the Key West Mooring Field (25) Units.

Splicing for the City of Key West Mooring Field (50) Splices, Mooring Ball attachment Systems. 4–22–10

Install (25) Mooring Balls, City of Key West Mooring Field 2–25–10.

Crew Member, Mooring Deployment – Sink the Vandenberg 6–25–10.

Private and / or Storm Moorings for vessels "Bear", "For a Song", Schooner "America", "Lady Christina" Key West area. 2004 to current.

Other Dive Experience:

Broken Piling removal – Key West Yacht Club 6–1–10

Sea Wall Construction Key West Yacht Club , Storm Debris Removal 2005 , 2006 , 2007.

Storm Debris Removal Garrison Bight City Marina – 2005.

Raising Sunken Houseboat "Sundog "Garrison Bight City Marina – 2005

Under Water Cutting and Removal of downed Aids to Navigation for USCG, Key West Harbor Service . 6-04/10-07.

MARITIME RESOURCES LLC

440 Ave. C

Key West, Florida 33040

305-304-3151 <u>finnsea@yahoo.com</u>

Mooring Field Bid # 10-008

20 June 2010

Maritime Resources has never at any time had any legal action taken against the corporation.

Cristian Swanson- President of Maritime Resources LLC