



THE CITY OF KEY WEST

3140 Flagler Ave
Key West, FL 33040

May 19, 2013

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 POLICE STATION WINDOWS REPLACEMENT: ITB NO: 13-003. This package contains the following documents.

Bid Document twenty-four (24) pages in length
Public Entity Crimes Certification two (2) pages in length
Anti-Kickback Affidavit one (1) page in length
City of Key West Indemnification one (1) page in length
Local Vendor Certification one (1) page in length
City Ordinance Sec. 2-799 five (5) pages in length
Contract Forms sixteen (16) pages in length
Conditions thirty-nine (39) pages in length
Technical Specifications/Drawings six (6) pages in length

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 Doug Bradshaw, Senior Project Manager (305) 809-3792 with questions concerning the project.

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, Local Vendor Certification, Domestic Partner Affidavit, past project history, etc.

BID DOCUMENTS
FOR
POLICE STATION WINDOWS
REPLACEMENT

CONSISTING OF:

BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS
TECHNICAL SPECIFICATIONS/DRAWINGS

ITB PROJECT #:13-003

PREPARED BY:

THE CITY OF KEY WEST
KEY WEST, FLORIDA

May 19, 2013

TABLE OF CONTENTS

PART 1: BIDDING REQUIREMENTS

Information to Bidders
Invitation to Bid
Instructions to Bidders
City of Key West Licenses, Permits, and Fees
Bid Form
Florida Bid Bond
Public Entities Crime Form
Anti – Kickback Affidavit
City of Key West Indemnification
Local Vendor Certification
City Ordinance Sec. 2-799

PART 2 CONTRACT FORMS

Notice of Award
Contract
Performance/Payment Bonds
Ben Few Insurance Requirement Memo and Sample Endorsement
Notice to Proceed

PART 3 CONDITIONS

Conditions of Bid
General Conditions
Supplementary Conditions
Special Conditions

PART 4 TECHNICAL SPECIFICATIONS/DRAWINGS

PART 1

BIDDING REQUIREMENTS

INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID NO. 13-003: POLICE STATION
WINDOWS REPLACEMENT

ISSUE DATE: MAY 19, 2013

PRE BID CONFERENCE: MANDATORY: JUNE 4, 2013, 10:00 AM LOCAL TIME,
KEY WEST POLICE STATION, 1604 NORTH
ROOSEVELT BLVD

MAIL OR SPECIAL
DELIVERY REPOSSES TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVE
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE
RECEIVED: JUNE 19, 2013

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) # 13-003: POLICE STATION WINDOWS REPLACEMENT will be received at the office The Clerk of the City of Key West at 3126 Flagler Ave, Key West, Florida 33040, until 3:30 p.m., local time, on June 19, 2013 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 all materials, equipment and labor necessary to accomplish the following:

- Replacement of all windows at the Key West Police Station
- Repair/modification of the 63 window openings

Drawings and 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.

There will be a mandatory prebid meeting on June 4, 2013, 10:00 AM local time at the Key West Police Station, 1604 North Roosevelt Blvd, Key West, FL. Contractors that do not have a representative at the prebid meeting will not be allowed to submit a bid.

Each Bid must be submitted on the prescribed forms and accompanied by Bid security. Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state in an amount not less than five percent of the amount of the Bid or BID. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

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 #13-003: POLICE STATION WINDOWS REPLACEMENT", and addressed to the City Clerk.

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

The successful Bidder will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award. The successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- A. City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. A valid Certificate of Competency issued by the Chief Building Official of the City of Key West, which shall be valid throughout the contract time.

C. A valid Business Tax Receipt issued by the City of Key West.

All Bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his/her place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent lowest, qualified Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact Doug Bradshaw, Senior Project Manager at (305) 809-3792 or email at dbradsha@keywestcity.com.

Prior to award by the CITY the successful Bidder must be able to prove that Bidder held State Licenses prior to submittal of Bid as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Bidder must be able to prove that Bidder holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the Bid document. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in Bid. 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. CONTRACT DOCUMENTS **FORMAT**

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

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

DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Project Manager, in writing, at least ten (10) calendar days prior to the Bid opening, an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the Documents which will be furnished through DemandStar to all registered holders of the Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. DESCRIPTION OF THE PROJECT

The work to be completed for this project can be found in Section 4. The Bidder will be required to complete all work as specified.

3. QUALIFICATION OF CONTRACTORS

Bidders must hold all licenses, certifications, registrations or competency cards required by Florida Statute and local ordinances in order to perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform him/herself of the conditions relating to the execution of the work, and it is required that he/she will inspect the site(s) and make himself/herself thoroughly familiar with the Bid Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the

contemplated work in strict accordance with the Bid Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and construction or worksite conditions.

The Owner will make available to prospective Bidders upon request and at the office of the Project Manager, prior to Bid opening, any information that he/she may have as to conditions at the worksites.

Investigations conducted by the Project Manager of any locations were made for the purpose of study and design, and the Project Manager assumes no responsibility whatever in respect to the sufficiency or accuracy of data or other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Copies of any existing documents regarding the work sites can be viewed at the City offices of Engineering, 3140 Flagler Ave, and any that are made available shall not be considered a part of the Contract Documents, said documents are made available only for the convenience of the Bidders.

Information derived from Drawings showing location of utilities and structures will not in any way relieve the contractor from any risk, or from properly examining the site and making such additional investigations as he/she may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform him/herself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects. Performance and Payment Bonds are not required as part of this contract.

5. TYPE OF BID

A. LUMP SUM

The Bid for the work is to be submitted on a LUMP SUM basis. LUMP SUM prices shall be broken down on a unit price basis for each part of the project in the Bid and a Schedule of Values shall be included with the Bid. The total amount to be paid the Contractor shall be the amount of the Lump Sum Bid as adjusted for additions or deletions in number of units and/or resulting from Owner authorized changes in the project or by actual number of units used in construction. The owner reserves the right to

enter into a contract for all or portions of the project and to adjust the final Lump Sum accordingly.

B. 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 Owner 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.

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 Owner prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, CODES, ORDINANCES, PERMITS, and LICENSES.

ATTACHMENTS

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,
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- Local Vendor Certification
- Equal Benefits for Domestic Partner Affidavit
- At least three (3) years of current or recent projects of similar 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 in writing.
- All Bidders shall include with their Bid package their complete Bid on a CD or flash drive in one (1) PDF format file (two CDs or flash drives are required with the Bid)

Note: if any of the items 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 itemize the tax.

8. 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, one copy, and 2 CD copies or flash drives 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 Bid. No Bid may be withdrawn after the time scheduled for the opening of Bids, unless the time specified in paragraph 12, AWARD OF CONTRACT, in these Instructions to Bidders shall have elapsed.

10. BID SECURITY

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the certification by a resident agent shall also be provided.

Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state.

11. RETURN OF BID SECURITY

Within fifteen (15) days after the award of the Contract or at the discretion of the Project Manager, the Owner will return the Bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of the Bids, the Owner will accept one of the Bids or will act in accordance with the following Section 13 of the Part 3: Conditions of Bid. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest, responsive, qualified Bidder to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next lowest, responsive, qualified Bidder. Such award, if made, will be made within ninety (90) days after the opening of the Bids.

Bid Award will be the date of the Notice of Award letter. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The Owner 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 the CITY OF KEY WEST deems to be in the best interest of the Owner.

13. BASIS OF AWARD

The Owner on the basis of that Bid will make the award on base bid or a combination of base bid and alternate bids from the lowest, responsive, qualified Bidder that in the Owner's sole and absolute judgment will serve the best interests of the Owner.

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

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving notice of award, sign and deliver to the Owner the Contract together with the acceptable insurance certificates as required in these Documents. Within ten (10) working days after receiving the signed Contract, with acceptable insurance from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS

The Bidder who has a contract awarded to him/her and who fails to promptly and properly execute the contract shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by the Owner, and it is agreed that said sum is a fair estimate of the amount of the damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Bid Bond. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

16. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on site and with his/her own organization, labor equivalent to at least forty (40) percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Project Manager determines that it would be to the client's advantage, the percentage of labor to be performed by the Contractor's own organization may be reduced; provided prior written approval of such reduction is obtained by the Contractor from the Project Manager.

17. TIME OF COMPLETION

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

18. PAYMENT TERMS

The Contractor will bill the City on a monthly basis. Terms of payment will be a maximum of 45 days from receipt of invoice. The Contractor may bill the City on a more frequent basis if agreed upon by the Project Manager. The Contractor may also bill the City for materials on site once proof of delivery and storage is provided.

19. LICENSES, PERMITS, AND FEES

The Contractor is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work as stated in the sections of this Bid document. The licenses, permits, and fees that are required by the City of Key West are listed in Part 1: City of Key West Licenses, Permits, and Fees. The Contractor shall verify the list with the appropriate City of Key West Departments.

CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during construction or the percentage method or unit method of all licenses, permits, and fees **REQUIRED BY THE CITY OF KEY WEST** and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, Business Tax Receipt – CGC or CBC: Fees not to exceed \$309.75
- Building Contractors License
- Building/Demolition Permit

Note: Contractor shall verify each license, permit, or fee before submitting the Bid.

LICENSES, PERMITS, AND FEES THAT MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES, OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.

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

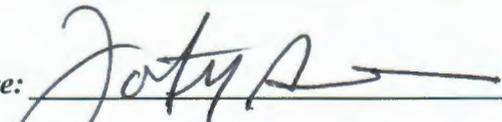
BID

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

BIDDER'S INFORMATION

Name: E.L.C.I. Construction Group, Inc.
Address: 626 NE 124th Street
North Miami, FL 33161

Contact Name: Fortuna M. Bichachi
Email: moises@elciconstruction.com
Telephone: 305-891-7990
Fax: 305-891-7994

Signature:  **Date:** 6/17/2013

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

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

LIQUIDATED DAMAGES

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____, _____, _____, _____ (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued

are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

LUMP SUM BASE BID

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

BID FORM

ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

LUMP SUM BASE BID PRICE

\$ 261,029.00

Bid Total in Words

Two Hundred Sixty One Thousand Twenty Nine Dollars and Zero Cents

BID ALTERNATIVES

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

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

\$ 3,150.00 (Addition)

In Words

Three Thousand One Hundred Fifty Dollars and Zero Cents

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

\$ 34,061.00 (Addition)

In Words

Thirty Four Thousand Sixty One Dollars and Zero Cents

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

\$ -18,742.00 (Deduction)

In Words

Negative Eighteen Thousand Seven Hundred Forty Two Dollars and Zero Cents

Unit Price To Remove Damaged Drywall and Replace with New Per Addendum #1 = \$37.50/SY

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

\$ 13,723.00 (Addition)

In Words

Thirteen Thousand Seven Hundred Twenty Three Dollars and Zero Cents

BID BREAKDOWN*

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

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

SUBCONTRACTORS

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

Portion of Work: TBD

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

E.L.C.I. CONSTRUCTION GROUP, INC.

ESTIMATE SUMMARY

PROJECT : KEY WEST POLICE WINDOW REPLACEMENT
LOCATION :

BLDG AREA :
COST PER / SF : #DIV/0! #DIV/0!

6/19/2013
01:01:32 PM

DIVISION	SPEC NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	MATERIAL COST	UNIT PRICE	LABOR COST	UNIT PRICE	SUB CONTRACT	SUBCONTRACTOR
DIVISION 1	01000	GENERAL CONDITIONS	0	LS		13,400		27,115			0 N/A
DIVISION 2	02000	BUILDING DEMOLITION / CLEAR SITE	0	LS		0		0			0 N/A
SITEWORK	02050	SITE DEMOLITION	0	LS		0		0			0 N/A
	02200	EARTHWORK / SITE FILL	0	LS		0		0			0 N/A
	02300	SITE UTILITIES - WATER W/ EXISTING DE	0	LS		0		0			0 N/A
	02310	SITE UTILITIES - SEWER W/ EXISTING DE	0	LS		0		0			0 N/A
	02515	PAVERS	0	SF		0		0			0 N/A
	02520	ASPHALT PAVING, MARKINGS & SIGN	0	SY		0		0			0 N/A
	02525	SIDEWALKS AND CURBING	0	LS		0		0			0 N/A
	02700	STORM / SITE DRAINAGE	0	LS		0		0			0 N/A
	02800	DUMPSTER GATES / FENCING	0	EA		0		0			0 N/A
	02820	SITE WALL (4'-0" HIGH)	0	LF		0		0			0 N/A
	02900	IRRIGATION	0	LS		0		0			0 N/A
	02910	LANDSCAPING AND SOE	0	LS		0		0			0 N/A
	02920	SOIL TREATMENT	0	SF		0		0			0 N/A
DIVISION 3 CONCRETE	03050	LIGHTWEIGHT CONCRETE / DECK	0	LS		0		0			0 N/A
	03100	CONCRETE MATERIAL / FORMWORK	1	LS		0		0			0 N/A
	03200	REBAR	0	TN		0		0			0 N/A
DIVISION 4 MASONRY	04200	MASONRY	0	BLK		0		0			0 N/A
	04500	PRECAST STONE	0	LF		0		0			0 N/A
DIVISION 5 METALS	05100	STRUCTURAL STEEL	0	LS		0		0			0 N/A
	05200	METAL DECK	0	LS		0		0			0 N/A
	05300	METAL FABRICATIONS	0	LF		0		0			0 N/A
DIVISION 6 CARPENTRY	05600	PREFAB. METAL TRUSSES	0	LS		0		0			0 N/A
	06100	ROUGH CARPENTRY	0	LS		0		0			0 N/A
	06200	FINISH CARPENTRY	45	DAYS		9,450	160	7,200			0 N/A
	06400	WOOD TRUSSES	0	LS		0		0			0 N/A
DIVISION 7 INSULATION ROOFING	06500	CABINETS	0	LS		0		0			0 N/A
	07100	FOAM MASONRY INSULATION	0	LS		0		0			0 N/A
	07200	SEALANTS / CALKING / FIRE CAULKING	0	LS		0		0			0 N/A
	07300	BUILT-UP ROOFING WITH 20 YEAR NDI	0	LS		0		0			0 N/A
	07400	METAL SEAM ROOFING / PANELS	0	LS		0		0			0 N/A
	07600	FIREPROOFING (SPRAY-ON)	0	SF		0		0			0 N/A
	DIVISION 8 DOORS WINDOWS	08150	HOLLOW METAL DOORS & FRAMES	0	EA		0		0		
08200		WOOD DOORS & FRAMES	0	EA		0		0			0 N/A
08300		OVERHEAD DOORS	0	EA		0		0			0 N/A
08320		EXTERIOR LOCKABLE HATCHES	0	EA		0		0			0 N/A
08360		BILCO HATCH & LADDER UP	0	EA		0		0			0 N/A
08400		AUTOMATIC DOORS	0	LS		0		0			0 N/A
08500		STOREFRONT WINDOWS (IMPACT)	63	EA		57,333	500	31,500			0 N/A
86650		HURRICANE SHUTTERS	0	LS		0		0			0 N/A
08900		FINISHED HARDWARE	0	LS		0		0			0 N/A
DIVISION 9 FINISHES		09200	STUCCO SYSTEM & EIFS BANDS	60	DAYS	0	0	280	16,800		
	09250	DRYWALL / INSULATION	63	LS	100	6,300		0			0 N/A
	09300	FIBERGLASS WALL PANELS	0	LS		0		0			0 N/A
	09400	CERAMIC TILE	0	LS		0		0			0 N/A
	09500	CARPET & VB	0	LS		0		0			0 N/A
	09700	ACOUSTICAL CEILING	0	LS		0		0			0 N/A
	09720	MARLITE CEILING PANELS		EA		0		0			0 N/A
	09900	PAINTING / WALL COVERINGS	63	EA		0	50	3,150			0 N/A
DIVISION 10 SPECIALTIES	10200	TOILET ACCESSORIES & PARTITIONS	0	LS		0		0			0 N/A
	10300	FIRE EXTINGUISHERS	0	EA		0		0			0 N/A
	10400	S.S. CORNER GUARDS & COLUMN WRAP	0	LS		0		0			0 N/A
	10800	BATHROOM DOOR SIGNS	45	EA		0		0			0 N/A
DIVISION 11 EQUIPMENT	11000	WINDOW SHADES	0	LS		0		0			0 N/A
	11900	CART NEST / BOLLARD COVERS	0	LS		0		0			0 N/A
DIVISION 14 CONVEYING	14200	ELEVATORS	2	EA		0		0			0 N/A
	14500	CONVEYOR SYSTEM	0	LS		0		0			0 N/A
DIVISION 15 MECHANICAL	15300	FIRE SPRINKLERS	0	LS		0		0			0 N/A
	15400	PLUMBING	0	LS		0		0			0 N/A
	15500	H.V.A.C	0	LS		0		0			0 N/A
DIVISION 16 ELECTRICAL	16000	ELECTRICAL	0	LS		0		0			0 N/A
	16500	SITE LIGHTING / ELECTRICAL	0	LS		0		0			0 N/A
SUB TOTALS :						86,483		85,765			0

REMARKS :	TOTAL MATERIAL :	92,537	BID TOLD :
	TOTAL LABOR :	85,765	
	LABOR BURDEN :	29,160	
	TOTAL SUBCONTRACTS :	0	
	TOTAL COST :	207,462	
	OVERHEAD :	20,746	
	PROFIT :	22,821	
	PERFORMANCE BOND & PERMITS	10,000	
	TOTAL ESTIMATE :	\$261,029	

BIDDER

The name of the Bidder submitting this Bid is: E.L.C.I. Construction Group, Inc.

Doing business at 626 NE 124th Street

City North Miami State FL Zip 33161

Telephone No. 305-891-7990

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
Fortuna M. Bichachi	President
Moises B. Bichachi	V.P.

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 18 day of JUNE, 2013.

(SEAL)

Name of Corporation _____
By: [Signature] _____
Title: President _____
Attest: [Signature] _____
Secretary

If Sole Proprietor or Partnership

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

Signature of Bidder _____
Title _____

FLORIDA BID BOND

BOND NO. N/A

AMOUNT \$Five Percent of Bid Amount (5%)

KNOW ALL MEN BY THESE PRESENTS, that

E.L.C.I. CONSTRUCTION GROUP, INC., hereinafter called the PRINCIPAL, and CAPITOL INDEMNITY CORPORATION, a corporation duly organized under the laws of the State of Wisconsin having its principal place of business at City of Madison in the State of Wisconsin 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 Five Percent of Bid Proposal Submitted ----- DOLLARS (\$5% -----) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

POLICE STATION WINDOWS REPLACEMENT said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Bid to the OBLIGEE for the furnishing of labor, materials, (except those specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Specifications entitled:

POLICE STATION WINDOWS REPLACEMENT

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon

demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 18th day of, June 2013.

E.L.C.I. CONSTRUCTION GROUP, INC.

PRINCIPAL


By _____

CAPITOL INDEMNITY CORPORATION

SURETY



Attorney-In-Fact - Charles J. Nielson

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

60094087

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

~~DAVID R. HOOVER; CHARLES D. NIELSON; CHARLES J. NIELSON; JOSEPH P. NIELSON~~

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

~~ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00~~

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III
President
Surety & Fidelity Operations



CAPITOL INDEMNITY CORPORATION

David F. Pauly
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of **CAPITOL INDEMNITY CORPORATION**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 18 day of June, 2013



Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

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

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

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

1. This sworn statement is submitted with Bid, Bid or Contract No. _____ for
Key West Police Station Window Replacement

2. This sworn statement is submitted by E.L.C.I. Construction Group, Inc.
(Name of entity submitting sworn statement)
whose business address is 626 NE 124th Street, North Miami, FL, 33161
_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is 65-1134265 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Fortuna M. Bichachi 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.)

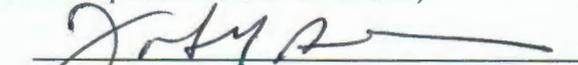
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July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



(Signature)
June 18, 2013

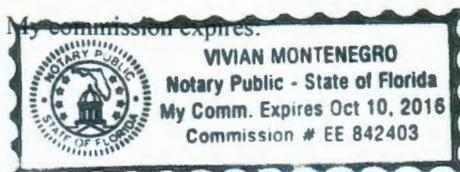
(Date)

STATE OF Florida
COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 18 day of June, 2013





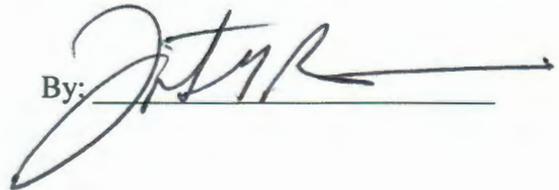
NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

STATE OF Florida)
COUNTY OF Miami-Dade : SS)

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

18 day of June, 2013


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of Contractor's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

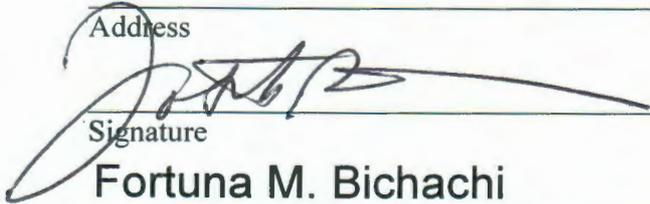
The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend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

CONTRACTOR: E.L.C.I. Construction Group, Inc.

SEAL:

626 NE 124th Street, North Miami, FL, 33161

Address


Signature

Fortuna M. Bichachi

Print Name

President

Title

6/18/2013

Date

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

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

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

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

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

Business Name _____ Phone: _____
Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address _____

Signature of Authorized Representative _____ Date _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____.
By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

STATE OF Florida)

COUNTY OF Miami-Dade : SS)

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

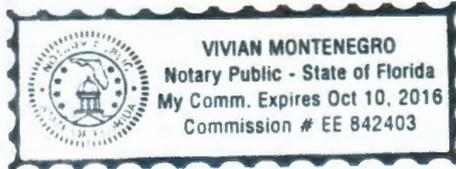
By: 

Sworn and subscribed before me this

18 day of June, 2013.

Vivian Montenegro
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



City Ordinance Sec. 2-799
Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

- (a) Definitions. For purposes of this section only, the following definitions shall apply:
- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
 - (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
 - (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
 - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to

employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

- (8) ***Equal benefits*** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

(c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with

the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d) Enforcement. If the contractor fails to comply with the provisions of this section:

- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
- (2) The city may terminate the covered contract; or
- (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
- (4) The city may also pursue any and all other remedies at law or in equity for any breach;
- (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Contractors' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

- a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
- a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

Current Projects

Department of the Army W912PX-12-C-0004

JIATF Interior Build Out, SCIF, Bldg. 289

Contract Amount \$1,711,678.00

Sharon Keenan 305-293-5689

NAS Key West, FL

VOA

Michael Gove 407-541-0239

Department of the Navy N69450-12-M-4334

FY12 – Paint Various Buildings NAS Key West

Contract Amount \$253,418.00

Renee Mims 305-293-2357

NAS Key West, FL

NAVFAC

2070 Lincoln Avenue

Remodel of apartments for Opa Locka Community Development Corp.

Stephanie Williams 305-687-3545

Opa Locka, FL

Contract Amount \$1,422,622.00

Design2Form

Zamarr Brown 305-308-6303

15050 Duval Street

Remodel of apartments for Opa Locka Community Development Corp.

Contract Amount \$1,658,767.00

Stephanie Williams 305-687-3545

Opa Locka, FL

Design2Form

Zamarr Brown 305-308-6303

Projects Completed

Department of the Navy N69450-12-C-4330

Mooring Eyes – Aircraft Tie Downs

Contract Amount \$178,102.00

2013

Ileana Wolski 305-293-2359

NAS Key West, FL

NAVFAC

2060 Lincoln Avenue

Remodel of apartments for Opa Locka Community Development Corp.

Contract Amount \$423,592.00

Stephanie Williams 305-687-3545

2013

Opa Locka, FL

Design2Form

Zamarr Brown 305-308-6303

Department of the Navy N69450-12-M-4317

F-5 Simulator Trainer Facility

Contract Amount \$145,911.00

2012

Ileana Wolski 305-293-2359

NAS Key West, FL

NAVFAC

Tesla Motors on Lincoln Road

Interior Buildout

Cristina Moinelo 305-494-0944

Miami Beach, FL

Contract Amount \$430,052.00

Department of Interior P11PC50975

Biscayne National Park Dive Locker Rehab

William Leady 305-242-7792

Homestead, FL

Contract Amount \$123,134.71

U.S. Coast Guard CEU HSCG82-12-C-PMV008

Hillsboro Lighthouse Repairs

Ada Hoggard 305-278-6724

Pompano, FL

Contract Amount \$236,000.00

Miami-Dade County GSA

Carol Donaldson Daycare Playground

Bann Williams 305-375-4052

Miami, FL

Contract Amount \$91,000.00

Department of the Air Force FA6648-11-C-0012

Homestead Air Reserve Base Small Arms Training Range Cleaning

Marquita Moore 786-415-7472

Homestead, FL

2012

Contract Amount \$16,900.00

Department of the Air Force FA6648-11-C-0012

Homestead Air Reserve Base Roof Repairs, Parapet, and Copping B178,B187, B360

Raquel Mingo 786-415-7403

Homestead, FL

2012

Contract Amount \$198,707.00

US Southern Command W91QEX-11-P-0093

Installation of Glass Partitions

Michael Son 305-437-1842

Doral, FL

2011

Contract Amount \$11,830.58

Department of Labor DOL1096300225

Miami Job Corps Center Solar Water Heating in Dormitories - Design/Build

Maria Pizarro 202-693-4578

Miami, FL

2011

Contract Amount \$283,278.05

Miami-Dade Housing Authority

Gwen Cherry 6 & 7 UFAS Renovation to units

POC: Jorge Zaldivar 786-469-4129

Miami, FL

2011

Contract Amount \$112,000.00

Joint Interagency Task Force South W912PX-10-C-0010

Interior Remodel at JIATFS Building

Renee Mims 305-293-5846

NAS Key West, FL

2011

Contract Amount \$215,069.44



A Woman-Owned 8(a) Certified
& HubZone Certified Company

University of North Florida - Litecrete Inc.

Science Building Roof

Lina Valdez 305-500-9373

Jacksonville, FL

2011

Contract Amount \$60,000.00

Marlins Stadium - Roberts Roofing

Marlins Stadium Sub Roof Installation

Bernardo Duran 305-885-5525

Miami, FL

2011

Contract Amount \$250,000.00

General Service Administration GS-04P-10-LC-P-0029

ADA Push Buttons at USCIS Miami District Office

Kevin Pryer 305-536-5751

Miami, FL

2011

Contract Amount \$10,800.00

Midtown Showroom Design/Build

Interior Build Out for Showroom

POC: Marcos Mizrahi - Architect 305-527-3220

Miami, FL

2010

Contract Amount \$730,000.00

Miami-Dade Housing Authority

Jolivette UFAS Renovation to units

POC: Jorge Zaldivar 786-469-4129

Miami, FL

2010

Contract Amount \$187,000.00

National Parks Service C5240100014

Resurfacing of unimproved roads for Congaree National Park

POC: Laurie Chestnut 404-507-5745

Hopkins, SC

2010

Contract Amount \$144,000

Department of Labor E-418-2
Miami Job Corps Center Water Conservation
POC: Isabel Camacho 305-620-3124
Miami, FL
2010
Contract Amount \$37,857.00

Department of Labor E-418-6
Miami Job Corps Center Window Replacement
POC: Isabel Camacho 305-620-3124
Miami, FL
2010
Contract Amount \$17,891.00

Federal Aviation Administration DTAFASO-10-P-000488
Fence Installation at EYWE BLDG, Stock Island, FL
POC: Miguel Iglesias 305-716-1773
Stock Island, FL
2010
Contract Amount \$6,427.00

Federal Aviation Administration DTFASO-10-R-00108
Construction of Access Roads/Parking area for the ILS Opa Locka, FL
POC: Miguel Iglesias 305-716-1773
Opa Locka, FL
2010
Contract Amount \$19,700.00

National Parks Service C52501000020
Solar Project to replace generators at Ranger Station Island, Adams Key, FL
POC: Ken Ginger 786-335-3638
Adams Key, FL
2010
Contract Amount \$409,823.00

National Parks Service P5250100031
Biscayne National Park Generator
POC: Ken Ginger 786-335-3638
Homestead, FL
2010
Contract Amount \$70,750.00

Naranja Lakes LLC.

Community Center for Mandarin Lakes CRA

POC: Hal Johnson 786-229-4387

Naranja, FL

2009

Contract Amount \$1,500,000.00

Miami-Dade County Public Housing Authority 146090-2010-#12

Job Order Contract for Misc. Repairs for HUD units

POC: Jorge Zaldiva 786-469-4129

Miami, FL

2009

Contract #1 Amount \$90,000.00

Contract #2 Amount \$42,950.00

Baker Concrete Construction

Miami Intermodal Center Misc. Flatwork

POC: Tony Cotter 305-884-7793

Miami, FL

2009

Contract Amount \$453,000.00

Litecrete Inc.

Riverwood Condominium Association Roof Repair

POC: Lina Valdez 305-500-9373

Miami, FL

2008

Contract Amount \$900,000.00

Miami-Dade Seaport

New Sidewalks at the Port of Miami

POC: Likhman Kamaruddin 305-812-2666

Miami, FL

2008

Contract Amount \$135,000.00

Miami-Dade Aviation Department

MIA Heliport Roof Resurfacing

POC: Darryl Palmer 305-876-7565

Miami, FL

2007

Contract Amount \$686,000.00

A Woman-Owned 8(a) Certified
& HubZone Certified Company



Hensel Phelps

Miami International Airport Concourse J Misc. Masonry Work

POC: Brian Davis 305-871-6169

Miami, FL

2007

Contract Amount \$1,400,000.00



626 NE 124th Street
North Miami, FL 33161
PH: (305) 891-7990
FAX: (305) 891-7994
ESTIMATING FAX: (305)891-7993
EMAIL: ELIAS@ELCICONSTRUCTION.COM

June 18, 2013

Re: Key West Police Station Window Replacement

To Whom It May Concern:

E.L.C.I. Construction Group, Inc. does not have any previous, or existing legal action against our company with in the past (3) three years.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Fortuna M. Bichachi', is written over a faint, circular watermark or stamp.

Fortuna M. Bichachi
President