



CITY OF KEY WEST

INVITATION TO BID

GROUNDS MAINTENANCE: NAVY MOLE

ITB #: 12-010

**ORCHIDMAN LANDSCAPE ARTISANS, CORP.
JOSE G. PEREZ, PRESIDENT
3001 PONCE DE LEON BLVD., STE. 200
CORAL GABLES, FL 33134**



ORCHIDMAN LANDSCAPE ARTISANS, CORP.

OrchidMan Landscape Artisans, Corp. is a family enterprise led by Miami native Jose Perez. Headquartered in Coral Gables, OrchidMan Landscape has approximately 36 full-time employees who all reside in Miami-Dade County.

OrchidMan Landscape provides high-quality landscape services to commercial and residential customers using the finest in Florida-grown native plants from local plant nurseries in Redland. OrchidMan Landscape currently provides landscaping services to upwards of 160 customers in Miami-Dade and Broward Counties. Its featured customers include the Village of Pinecrest, the Town of Golden Beach, the City of Pembroke Pines, the Reserve at Doral and One Arvida LLC, as well as numerous residential and commercial clients in South Florida.



JOSE G. PEREZ

Jose G. Perez is the President of OrchidMan Landscape Artisans, Corp. He has over ten years of professional experience in the landscape industry. In 2008, Mr. Perez formed OrchidMan Landscape Artisans, Corp., where his focus has consistently been on providing high-quality landscape services to commercial and residential properties in South Miami-Dade County while maintaining a personalized approach to meeting each customer's individual needs. OrchidMan Landscape Artisans, Corp. has grown to include approximately 36 full-time employees who are treated as extended members of the Perez family and live in South Dade.

A Miami native, Mr. Perez resides in Coral Gables with his wife and two children. He has a bachelor's degree in Finance from Florida International University in Miami. Along with his brother, he cofounded the ALS Recovery Fund which raises money for the University of Miami's Miller School of Medicine. Over the past ten years, the ALS Recovery Fund has raised over \$2.3 million to aid research for Lou Gehrig's Disease.

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

BID

To: The City of Key West
Address: 3140 Flagler St, Key West, Florida 33040
Project Title: Grounds Maintenance: Navy Mole
Project: ITB #12-010

BIDDER'S INFORMATION

Name: Jose G. Perez
Address: 3001 Ponce de Leon Boulevard

Contact Name: Jose G. Perez
Email: Jose@orchidmanlandscape.com
Telephone: 305-448-2225
Fax: 305-448-2331

Signature:  **Date:** 3/16/12

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.

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.

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 consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for

a period of 36 months from the date of being placed on the convicted vendor list.”

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for 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. The Bid will be awarded on total Bid amount. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

ITB #12-010: Grounds Maintenance Navy Mole

LUMP SUM BID PRICE

Base Year \$ 32,200.00

Bid Total in Words: (Base Year)

thirty two thousand two hundred dollars

BID BREAKDOWN

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price 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.

The Schedule of Values (unit prices) shall include at a minimum of the following:

Item #	Description	Qty	Units	Unit Price	Total
1	Base Year Grounds Maintenance	1	12	2300 ⁰⁰	\$27,600 ⁰⁰
2	Base Year Special Event Mowing if directed by City	1	1	2300 ⁰⁰	\$2300 ⁰⁰
3	Base Year Rapid Pass Application and Issuance	1	1	2300 ⁰⁰	\$2300 ⁰⁰
TOTAL Base Year					32,200⁰⁰

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

Name	Title
<u>Jose G. Perez</u>	<u>President</u>
<u>Alejandra C. Perez</u>	<u>Vice President</u>
<u>Alberto J. Perez</u>	<u>Secretary</u>

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 6th day of March, 2012.

(SEAL)

Name of Corporation Orchidmen Landscape Artisans, 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 6th day of March, 2012.

Signature of Bidder _____

Title _____

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

PROJECT ITB 12-010: Grounds Maintenance Navy Mole

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

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB 12-010 for Grounds Maintenance Navy Mole
2. This sworn statement is submitted by Orchidman Landscape Artisans, Co A
(Name of entity submitting sworn statement)
whose business address is 3001 Ponce de Leon Boulevard
and (if applicable) its Federal Employer Identification Number (FEIN) is 26-3340922 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)
3. My name is Jose G. Perez 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)

(Date)

3-6-12

STATE OF Florida

COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 6th day of March, 2012.

My commission expires: _____



Patricia Vallejo
COMMISSION # DD907261
EXPIRES: JUL. 14, 2013
WWW.AARONNOTARY.COM

NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

PROJECT ITB 12-010: Grounds Maintenance Navy Mole

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

By: _____


Sworn and subscribed before me this

6th day of March, 2012.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

 Patricia Vallejo
COMMISSION # DD907261
EXPIRES: JUL. 14, 2013
WWW.AARONNOTARY.com

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

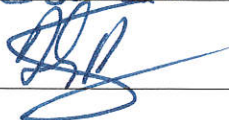
These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel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

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: Orchidman Landscape Artisans, Corp SEAL:

3001 Ponce de Leon
Address


Signature

Jose G. Perez
Print Name

President
Title

DATE: 3/6/12



CERTIFICATE OF LIABILITY INSURANCE

OP ID AC

DATE (MM/DD/YYYY)

08/10/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BROWN & BROWN OF FLORIDA INC 14900 NW 79th Court Suite#200 Miami Lakes FL 33016-5869 Phone: 305-364-7800 Fax: 305-714-4401		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ORCHI-2		FAX (A/C, No):	
INSURED Orchid Man Landscape Artisans, Inc 3001 Ponce de Leon Blvd., #200 Coral Gables FL 33134		INSURER(S) AFFORDING COVERAGE			
		INSURER A: Scottsdale Insurance Company		NAIC # 41297	
		INSURER B: Technology Insurance Co, Inc		NAIC # 42376	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			CPS1359194	06/07/11	06/07/12	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3267250	02/24/11	02/24/12	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	ERRORS & OMISSIONS			CPS1359194	06/07/11	06/07/12	1,000,000	EACH CLAIM
							1,000,000	AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROOF OF INSURANCE**CERTIFICATE HOLDER****CANCELLATION**

ORCHIDMAN LANDSCAPE ARTISANS CORP
 STE #200
 3001 PONCE DE LEON BLVD,
 CORAL GABLES FL 33143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



PROJECT HISTORY

Including, but not limited to:

One Arvida, LLC

One Arvida Parkway

Coral Gables, FL 33156

Landscape maintenance – 7 acres

\$290,000

January 2010 – present (Automatically renewed annually)



Village of Pinecrest – Parks & Recreation

12645 Pinecrest Parkway

Pinecrest, FL 33156

Landscape maintenance of Village Parks – 7 parks, each over 20 acres

\$1.4 million

March 2011 – March 2016 (5 year contract)



Town of Golden Beach

1 Golden Beach Drive

Golden Beach, FL 33160

Landscape maintenance of Town Parks – 3 parks

\$50,000

November 2011 – November 2012 (1 year contract)



City of Pembroke Pines

13975 Pembroke Road

Pembroke Pines, FL 33027

Charter Schools Grounds Maintenance

\$300,000

December 2011 – December 2013 (2 year contract)





REFERENCES

Mr. Jose G. Perez and/or OrchidMan Landscape Artisans, Corp. have provided professional landscape services to the following satisfied customers over the past five years:

Village of Pinecrest

Loren Matthews
12645 Pinecrest Parkway
Pinecrest, FL 33156
(305) 284-0900



City of Pembroke Pines

Caroline Burgos
13975 Pembroke Road
Pembroke Pines, FL 33027
(954) 435-6501



Town of Golden Beach

Paul Abbott
1 Golden Beach Drive
Golden Beach, FL 33160
(305) 773-6255



The Reserve at Doral – East & West

Jose Simpson
7550 NW 107th Place
Doral, FL 33178
(305) 305-1094



One Arvida LLC

Jerry Sigler
2 Alhambra Plaza, Suite 860
Miami, FL 33134
(305) 283-4811





TRADE REFERENCES

Santana's Lawn Sprinklers, Corp.

5948 SW 42nd Terrace
Miami, FL 33155
(305) 666-4674



Doug Ingram & Sons Nursery, LLC

16885 SW 288th Street
Homestead, FL 33030
(305) 245-6256



Fraga's Nursery, Inc.

12300 SW 46th Street
Miami, FL 33175
(305) 559-9555



U.S.A. Sod & Landscaping

11893 SW 56th Street
Miami, FL 33175
(305) 485-8422



Joe Blair Garden Supply, Inc.

320 NE 79th Street
Miami, FL 33138
(305) 757-5554



RF Orchids

28100 SW 182nd Avenue
Homestead, FL 33030
(305) 245-4570





CERTIFICATIONS

Jose G. Perez and/or OrchidMan Landscape have the following certifications:



Miami-Dade County Micro/Small Business Enterprise

Cert. No.: 13878

Exp. Date: 04/30/2012



South Florida Water Management District Small Business Enterprise

Exp. Date: 05/20/2014



**Broward County and South Florida Water Management District's
Know The Flow Course**

Course completed on: May 17, 2011



**Florida Department of Environmental Protection and the University of
Florida Institute of Food and Agricultural Sciences' Florida Green Industries
Best Management Practice Training**

Certificate #: GV16244-1

Trainee ID #: GV16244

Date of Class: 11/15/2011

FLORIDA INTERNATIONAL UNIVERSITY

Safety Training Certificate of Completion

This is to certify that

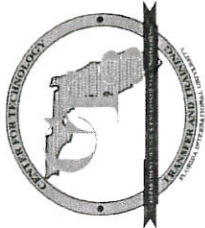
Jose Perez

has satisfactorily completed the

Maintenance of Traffic Advanced Level Training

FDOT Course No. BT-05-0079 on this date: February 3, 2012

Refresher Date: February 3, 2016



Agueda Calabado
Safety Training Instructor

[Signature]

CT3 Director, Provider # 119