



May 31, 2011

City of Key West
525 Angela Street
Key West, FL 33040

RE: Key West Retrofit RFP#11-015

Dear City of Key West

Davco Electrical Contractors Corp. is pleased to submit the following quotation for electrical work on the above referenced project. Our proposal is based on Supplied Musco Scans. We acknowledge receipt of addendum #1-3.

Scope of Work:

- Furnish and installation of New Musco Sports lighting Cross arms, Fixtures, Ballast Boxes, and Control Link at 5 Park locations
- Furnish and Install New Musco Sports Lighting Light Structure system at 2 Parks Locations(total of 10 poles)

Qualifications:

- Proposal is offered subject to parties agreeing to mutually acceptable contract terms
- Price is valid for thirty (30) days from this date; this is contingent on commodity market pricing fluctuation
- There are no proprietary manufacturers unless otherwise noted
- This proposal shall become part of the contract
- We did conduct a site visit
- All work to be done during normal 40 hour work week during daytime business hours
- We have not included attic stock / spare parts

In addition to the above, we have also included in our price:

- Bond
- Tax
- One year warranty
- Excavation/backfill/concrete for our work only as required (concrete housekeeping pads by others)

We have excluded:

- Utility and municipal company fees
- Cutting/patching/coring/fire caulking/painting and restoration of existing surfaces
- Cost associated with unforeseen subsurface conditions
- Dewatering of ground water conditions
- Code and/or specification upgrades to all existing to remain electrical installations
- Primary conduit/cable/terminations
- Premium time or shift work
- Special temporary connections
- Demolition(to be done by Keys Energy)

Page 1 of 2

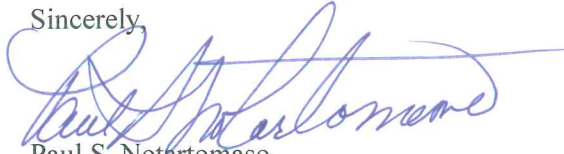
- Engineering

Total price for this project is:

See Attached Bid Forms

Davco Electrical Contractors Corp. would like to thank you for the opportunity to quote this project and is looking forward to hearing from you soon. If you have any questions regarding the specifics of this proposal, please contact our office.

Sincerely,



Paul S. Notartomaso
Chief Estimator
11 013

Vaughn D. Collins
Assistant Project Manager/Civil Estimator

BID SUBMITTAL

Key West Retrofit Bid SUBMITTAL Lighting Project Key West, FL

The Bidder further Proposer to accept as full payment for the work Proposer herein the amounts computed under the Provisions of the Contract Documents and based on the following unit Price amounts, it being expressly understood that the unit Prices are independent of the exact quantities involved. The Bidder agrees that the unit Prices represent a measure of the labor and materials 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 discrepancy, the amount shown in words shall govern. Unit price line items may be deleted, reduced or increased as needed by the City. The City reserves the right to modify phase scheduling as required.

The undersigned bidder, in compliance with your request for bids for the lighting equipment at the above project, having examined specifications, related documents, and site of the proposed project, hereby proposes to furnish the lighting equipment material as described in the specifications. These prices are for all labor and materials and are to cover the specified equipment and delivery charges. The contract for bid item "A" will be based on the bid item "C" (The total cost of bid item A and bid item B).

A. Contract Prices:	Unit Price Figure	Unit Price Words
		Two Hundred Fifty Seven
Clayton Sterling Complex	\$ <u>257,298</u>	Thousand Two Hundred Ninety Eight
Dewitt Roberts Softball	\$ <u>93,729</u>	Ninety Three Thousand Seven Hundred Twenty Nine
George Mira Football	\$ <u>79,477</u>	Seventy Nine Thousand Four Hundred Seventy Seven
Rosa Hernandez Softball	\$ <u>65,905</u>	Sixty Five Thousand Nine Hundred Five
Pepe Hernandez Softball	\$ <u>128,183</u>	One Hundred Twenty Eight Thousand One Hundred Eighty Three
Nelson English Park	\$ <u>147,073</u>	One Hundred Fourty Seven Thousand Seventy Three
		Two Hundred Eighty Three Thousand
B. 10-Year Life Cycle Operating Cost Total: (From Section 1.3, Item H)	\$ <u>283,084</u>	Eighty Four
<hr/>		
C. Total Project Cost: (Add Bid item "A" and "B")	\$ <u>1,054,748</u>	One Million Fifty Four Thousand Seven Hundred Forty Eight
		Total Price in Words

PRICE FOB KEY WEST, FLORIDA
 PAYMENT TERMS: 45 days after delivery
 DELIVERY _____ DAYS ARO

BIDDER REPRESENTATION

I represent that this bid is submitted in compliance with all terms, conditions and specifications of the Call for Bid and that I am authorized by the owners/principals to execute and submit this bid on behalf of the business identified below:

BUSINESS NAME: Dayco Electrical Contractors Corp

STREET ADDRESS: 4885 Park Ridge Blvd

CITY/STATE/ZIP: Boynton Beach, Fl 33426

PRINT NAME OF AUTHORIZED REPRESENTATIVE: B. David Collins, Jr

TITLE/POSITION OF AUTHORIZED REPRESENTATIVE: President

DATE SUBMITTED: June 1, 2011 ***TELEPHONE:*** 561-732-3434

SUBMITTAL INFORMATION

Design Submittal Data Checklist and Certification

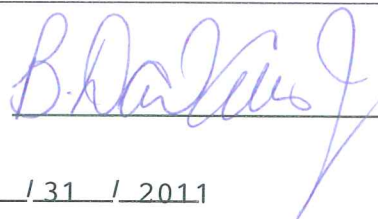
*All items listed below are mandatory, shall comply with the specification and be submitted with bid.
ALL Alternate Manufacturer submittals shall provide required information 10 days prior to bid.*

Included	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	On Field Lighting Design	Lighting design drawing(s) showing: <ol style="list-style-type: none"> a. Field Name, date, file number, prepared by, and other pertinent data b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), or homeplate for baseball/softball fields. Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, as well as luminaire information including wattage, lumens and optics d. Height of meter above field surface e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance and uniformity gradient; number of luminaires, total kilowatts, average tilt factor; light loss factor. f. If bidding constant light, refer to Section 1.2, A, 2 of this specification. g. Alternate manufacturers shall provide both initial and maintained light scans using a maximum 0.70 Light Loss Factor to calculate maintained values.
	C	Off Field Lighting Design	Lighting design drawing showing initial horizontal spill light levels along the boundary line (100 Ft) in footcandles. Horizontal levels shall be at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at horizontal per section 1.2, A.
	D	Life Cycle Cost calculation	Document life cycle cost calculations as defined in the specification. Identify energy costs for operating the luminaires, maintenance cost for the system including spot lamp replacement, and group relamping costs as called for in Section 1.3, H. All costs should be based on 10 Years.
	E	Luminaire Aiming Summary	Document showing each luminaire's aiming angle and the poles on which the luminaires are mounted. Each aiming point shall identify the type of luminaire.
	F	EECBG Grant Data	Submit documents/data per the requirements of www.eecbg.energy.gov : <ol style="list-style-type: none"> a. Jobs created and/or retained b. Life Cycle Cost Savings Analysis detailing energy kW reduction c. Carbon dioxide (CO2) emission reduction d. Signed statement from company officer stating manufacturer meets "Buy American" provision of the ARRA.
	G	Control and Monitoring	Manufacturer shall provide written definition and schematics for automated control system to include monitoring. They will also provide examples of system reporting and access for numbers for personal contact to operate the system.
	H	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed per specification for 10 years.
	I	Warranty	Provide written warranty information including all terms and conditions.
	J	Project References	Manufacturer to provide a list of project references of similar products completed within the past three years. Reference Section 1.2, A, 2, a.
	K	Product Information	Complete set of product brochures for all components, including a complete parts list and UL Listings.
	L	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications.
	M	Compliance	Manufacturer shall sign off that all requirements of the specifications have been met at that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in item N – Non-Compliance
	N	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information, per Section 1.6, A.

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Manufacturer: Musco Sports Lighting

Signature:



Contact Name: Lewis Gilbert - 954-629-9235 Date: 05 / 31 / 2011

Exhibit I.B

Granting Agency Forms

GRANTING AGENCY FORMS DISCLOSURE OF DUNS AND CCR NUMBERS

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

The Contractor shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection such as the number of jobs created, and resources as specified in Act itself and as discussed below.

Registration

Section 1512 provides that first tier Contractors of ARRA funds must register with Central Contractor Registration database (CCR). CCR registration can be completed at <http://www.ccr.gov>. CCR registration must be completed before the first quarterly Section 1512 report is due.

Federal reporting on projects funded by the Recovery Act, will require contractors and subcontractors to report their DUNS number. The DUNS number is issued by Dun and Bradstreet. If you do not know your DUNS number, visit www.dnb.com and click on "D & B D-U-N-S Number" to obtain a number.

Compliance with American Recovery and Reinvestment Act of 2009:

This project is subject to the criteria and conditions of the Recovery Act of 2009 and shall satisfy the federal reporting requirements for the project(s), through monthly reports, for both the contractor and subcontractors. The Contractor shall provide the required information on form(s) provided by the City in the timeframe indicated in the instructions and shall further include these reporting requirements in all subcontracts.

Authority of the Comptroller General:

Section 902 of the ARRA of 2009 provides the U.S. Comptroller General and his representatives the authority: (1) to examine any records of the Contractor or any of its subcontractors, or any State or Local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and (2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or Local government agency administering the Contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this Contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

PROVIDE THE FOLLOWING FOR ARRA 1512 REPORTING:

	NAME	DUNS #	CCR #
Prime	Davco Electrical Contractors	15-130-7451	59-2524138
Sub #1			
Sub #2			
Sub #3			
Sub #4			
Sub #5			

Granting Agency Forms: Declaration of Debarment

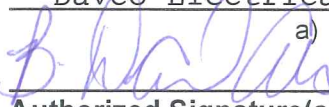
The bidder, in accordance with City of Key West Purchasing Policy, (known as "Debarment and Suspension") shall sign the appropriate declaration under this exhibit. In doing so, the undersigned hereby declares that:

Davco Electrical Contractors Corp.
Name of Business

1. They are a prospective contractor, vendor, affiliate, or otherwise interested or affected party as defined under City of Key West Purchasing Policy.
2. They are not nor have not been debarred or suspended by any public entity within the last five (5) years of the date of this submission.
3. Signature of this declaration constitutes a material representation of fact upon which reliance was placed when this submission was entered and evaluated. Further, should it subsequently be determined that the signatory knowingly or unknowingly rendered an erroneous declaration; the City shall reserve the right to reject the bid offer associated with this declaration and/or suspend/debar the bidder/signatory.
4. They shall provide immediate written notice to the person to whom this proposal is submitted if at any time they learn that its declaration was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. Should the proposed agreement be entered into, they shall not knowingly enter into any subcontract or supplier agreement with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this agreement, unless otherwise authorized by the City of Key West Finance Director.

The bidder shall sign the appropriate declaration below and comply with any accompanying requirements set forth therein:

(A) I hereby declare that my firm nor its principals is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any public agency.

B. David Collins, Jr President
Name(s) and Title(s) of Authorized Representative(s)
Davco Electrical Contractors Corp.
a) Name of Business
 5/31/2011
Authorized Signature(s) **Date**

(B) I am unable to declare that my firm is in compliance with one or more statements contained within this declaration and I shall attach an explanation for determination by the City of Key West Finance Director.

Name(s) and Title(s) of Authorized Representative(s)
b) Name of Business
Authorized Signature(s) Date

Buy American Certification

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.*

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows: As Determined by waivers

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act .* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

- (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
- (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
- (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- (2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).
- (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.
- (d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron or			

manufactured good			
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List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.


Section 1605 of the American Recovery and Reinvestment Act states that:

"None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States."

To meet this requirement, the undersigned hereby certifies that all of the material, equipment and accessories which are to be incorporated into the 10-5561 ARRA Green Lighting for Eagle Lakes to be funded by monies from the American Recovery and Reinvestment Act, has been manufactured from domestic construction material as defined by 40 CFR 35.936-13(D) and that information will be provided as requested throughout the life of the contract.

 Dayco Electric
Name of Contractor

 05/31/2011
Date


Signature of Authorized Official

 President
Title

ANTI-KICKBACK AFFIDAVIT

PROJECT ITB# 11-015 RETROFIT LOCAL PARK BALL FIELD LIGHTING

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

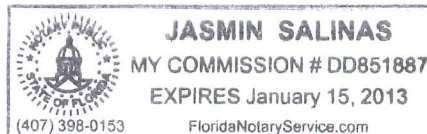
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Proposal will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *B. Daniels*

Sworn and subscribed before me this

day of 31st May, 2011.

Jasmin Salinas



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 1/15/13

ATTACHMENT: D

SWORN STATEMENT UNDER SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

PROJECT ITB# 11-015 RETROFIT LOCAL PARK BALL FIELD LIGHTING

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 Proposal, Proposal or Contract No. Bid No. 11-015 for Retrofit Local Park Ball Field Lighting

2. This sworn statement is submitted by Davco Electrical Contractors Corp.

(Name of entity submitting sworn statement)

whose business address is 4885 Park Ridge Blvd, Boynton Beach, Fl 33246

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2524138 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

3. My name is and my relationship to B. David Collins, - President
(Please print name of individual signing)

the entity named above is Davco Electrical Contractors Corp.

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 Proposal 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 Proposals or applies to Proposal 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.)

B. David Collins Jr
(Signature)

(Date) *5/31/11*

STATE OF *Florida*

COUNTY OF *Palm Beach*

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

B. David Collins Jr who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this day of *May 31st*, 2011.

My commission expires: *11/5/13* *Jasmin Salinas*

NOTARY PUBLIC



**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____, _____

I, B. David Collins, Jr., hereby
(NAME)
declare that I am President of Davco Electric
(TITLE) (FIRM)
Of Boynton Beach, Fl
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, proposer or potential proposer.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a proposer or potential proposer on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining proposer responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: B. David Collins, Jr President
NAME AND TITLE PRINTED

WITNESS: [Signature]

BY: [Signature]
SIGNATURE

WITNESS: [Signature]

Executed on this 31st day of May, 2011

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**



**ADDENDUM 1:
ITB #11-015 RETROFIT LOCAL PARK BALL FIELD LIGHTING**

To all general contract bidders of record on the Work titled:

**RETROFIT LOCAL PARK BALL FIELD LIGHTING
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 11-015 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

Q. Contractor: Are the start dates realistic because most of the fixtures come from overseas?

A. City: The start dates provided to the vendors are the desired dates. The City will consider adjusting dates on a case by case basis for supply lead times.

Q. Contractor: Is the City taking the lights down? How many lights are they keeping and what does the contractor do with the rest of them.

A. City: Correct, the City along with Keys Energy will handle the demolition. The city as per the bid specifications will retain 50 lights and 20 crossarms. The remainder of the equipment would require disposal by the contractor. Please prepare a separate line item cost for the disposal of the old lighting and crossarms as an option to the city. The city will be responsible for the disposal of all removed wooden poles. More demolition detail includes: Keys Energy will get the lights and take down to the ground and on other sites wood poles we will demo and remove. Locations that Concrete poles to stay --- KEYS Energy(utility) will remove light fixtures and associated crossarms. Locations that entire wood poles are to be removed, --- KEYS will remove all lights, wire, poles, contactors, switches and the entire pole

Q. Contractor: Will the utilities company put concrete poles back?

A. City: No. Poles are part of the bid. Please include new **concrete poles** and their installation for the two locations (Pepe Hernandez Softball field and Nelson English Park) where the old wooden poles will be removed by the utility company. The remainder of the concrete poles will be reused.

Q. Contractor: How about replacing conduits? I see repairs that need to be made.

A. City: We will be doing infrastructure to the J box on the poles. (Everything from the contactor to the J box will be done in house) contractors will take it from the J box on to the pole fixture.

Q. Contractor: Are all of the cabinets staying?

A. City: No. We require new cabinets.

Q. Contractors: When swapping out light fixtures, will the fields be able to go without lights for a couple of days?

A. City: Yes, we will be working around seasons so it should not be a problem and as a precaution to work we will be marking all sprinklers heads.

Q. Contractor: What about permitting?

A. City: Permitting will be included in your bids.

Q. Contractor: Can we get an exact number of lights at all the fields, Keys Energy consumption specification?

A. City: The exact number of lights and locations at all fields starts on page 42 of the original bid specifications. It is a part of the control system and illumination summary.

Q. Contractor: Is it the contractor responsibility from the pole up?

A. City and Keys Energy: Regarding Pepe Hernandez.: Contractor was referring to each pole to the lightening circuit. I'm thinking from a utility standpoint on the high voltage to get power to your main distribution center. At that point we will work with you to give you the service point location. Contractors in place will stay. On service point location KES will work with you and provide a service point. To get there with a new pad mount or a new aerial transformer that will be utility responsibility.

Q. Contractor: Are the already existing poles working?

A. City and Keys Energy: Pepe Hernandez field is an old system its transformer is up on a pole. The service point is really to provide power. We're going to put another distribution electrical pole underground on a pad mouth or with an aerial transformer on a new pole. The old wooden poles will be coming down.

Q. Contractor: Where is the pad mount transformer location at Pepe Hernandez?

A. City and Keys Energy: 483 Phase location and voltage and where utilities will stop and establish a service point. KE will be demo'ing all facilities taking down and establishing a service point.

Q. Contractor: Do you mind losing 4-5 ft of field, and who will replace padding?

A. City: We have no choice about losing a part of the field in order to accomplish the lighting standard. The City will take care of the padding as necessary. Utility might work with City to move conductors so they will not have to lose footage on the field

Q. Contractor: Concrete post or kendoor 314 stainless?

A. City and Keys Energy: Concrete post with 350, or 375 voltage, underground to main pole and keep equipment in a general area and use a controlled circuit to cut the lights off and on in BVP such as the clubhouse.

Q. Contractor: At Nelson English, does the court require lights?

A. City and Keys Energy: Basketball courts need to be lit.

- Q. Contractor: Are we replacing the batting cage lightening on the high tension poles
A. City and Keys Energy: A lighting solution is necessary.

END OF ADDENDUM No. 1

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Dayco Electrical Contractors
Signature Name of Business

A handwritten signature in blue ink, appearing to read "B. D. [unclear]", is written over a horizontal line that extends from the text "Dayco Electrical Contractors".



**ADDENDUM 2:
ITB #11-015 RETROFIT LOCAL PARK BALL FIELD LIGHTING**

To all general contract bidders of record on the Work titled:

**RETROFIT LOCAL PARK BALL FIELD LIGHTING
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 11-015 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:



Figure 1 Pepe Hernandez Softball Field, Virginia Street



Figure 2 Nelson English Park, Catherine Street

- **Electrical service points on the 2 locations**
 - **The voltage will be 3 phase 277/480 Y**
 - **Contractor to install riser up pole to KEYS Transformers. Approx height is 25' to be determined at a later date with utility**

END OF ADDENDUM No. 2

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Davco Electrical Contractors Corp.
Signature Name of Business



**ADDENDUM 3:
ITB #11-015 RETROFIT LOCAL PARK BALL FIELD LIGHTING**

To all general contract bidders of record on the Work titled:

**RETROFIT LOCAL PARK BALL FIELD LIGHTING
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 11-015 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

Q1.: Is a bid bond required?

A.1.: **Yes, Bid Bond in the amount of 5% of the maximum bid, payable to the City of Key West, as evidence of good faith and guaranteeing that the successful bidder will execute and furnish to the City of Key West a good and sufficient performance bond as required by Florida Statute Section 1013.47 in the penal sum of 100% of the escalated amount of the contact guaranteeing the performance of said contract. (Page 8 of Bid Package)**

Q2.: Will a payment and performance bond be required?

A2.: **Yes for the grant amount of \$744,790.**

Q3.: Who will be installing the new Musco contactor cabinets?

A3.: **The contractor will be installing any equipment on the poles or in the electrical rooms, the city will be responsible for conduit and wiring to the poles.**

Q4.: It is my understanding that all underground conduit and wiring will be done by the City at all parks? (Contractors are to work on poles only)

A4.: **Correct.**

Q5.: Who will be building the 2 new electrical services at Nelson English and Pepe Hernandez. (Panels, meter can, etc.)

A5.: **Keys energy and the city.**

Q6.: Addendum 2 says to install a riser at the 2 new service points located. Are we to install empty conduit and from the base of the pole up or to a hand hole in the ground? (conduit size, wire size)

A6. **The city will be bringing power to the bottom of the cabinet and making final terminations.**

Q7.: Will the City be making the final connections at the base of each pole?

A7.: **On the new services there will be no j-boxes at the base of the poles. On existing services the city will be installing new boxes and pig tails to the base of the cabinet.**

8. Are the existing j boxes at the base of the poles to be reused and install new from there up?
The j-boxes will be upgraded.

Q8. Can you email the prebid attendance list?

A8.: **Yes. See below.**



THE CITY OF KEY WEST

Florida Electric License No. 11, 11001-1929 (10) BR-1701

Ballfield Lightening Pre-bid Conference May 11, 2011

Name	Phone	Email address
JOSE E CASERO		
1. Casero Electrical Inc	305 265 - 9409	KAMONTE @ CASEROELECTRICAL.COM
YANUARY CASERO		
2. David FORTZKE	561 - 732 - 3434	VILLALBA @ DAVIDFORTZKE.COM
KEN HANG		
3. Impartial Elec	954 - 325 - 2133	M. TERANCO @ AOL.COM
Chuck Floyd		
4. Electrical Contracting Svc	305 556 0041	ECS INC 25 @ AOL.COM
BOB HILSBROOK		
5. PLANO ELECTRIC ELECT COVT	305 872 2200	bob@planoelectric.com
6. Matthew P. Pardo	305 - 240 - 1055	matthew.p.pardo@pardo.com
7. Dale Finyan	305 295 1042	Dale.Finyan@keywest.com
8.		
9.		
10.		
11.		
12.		

Wind in the conditions - ambient windy temperature 77° Fahrenheit.

Q9.: The City of Key West Building Department informed us the permit fee is 2.5% of the contract price. Please confirm the contractor is to include this cost in our bid. Should the permitting fees and disposal fees be incorporated into the cost of materials?

A9.: **The Cost must be listed by the contractor in the bid. Please list the permitting fees and disposal fees as separate line items exclusive of the parks line items. This breakdown can further be listed in the schedule of values (SOV).**

Q10.: A bid bond of 5% is required, could you please advise us what would be the liquidated damages per day for this bid?

A10.: **\$250 per day**

Q11.: What would be the Estimated Budget Price?

A11.: **Grant amount is \$744,790.**

Q12.: What is the estimated Calendar days for Project Completion?

A12.: **150 days from Notice to Proceed issuance.**

Q13.: In order to achieve the remote switching and monitoring of the lights asked for in the specifications an updated contactor cabinet will have to be installed. Please confirm the selected contractor will be performing this work.

A13.: **Yes, the contractor will be installing any equipment on the poles or in the electrical rooms such as updated contactor cabinets, the city will be responsible for conduit and wiring to the poles.**

Q14.: Contractor: How about replacing conduits? I see repairs that need to be made.

A14.: **City: We will be doing infrastructure to the j-box on poles. (Everything from the contactor to the J-box will be done in house) contractors will take it from the J-box on to the pole.**

Q15.: Please confirm the contractor has no work in any existing electrical rooms or conduit/wire runs to pole location except Pepe Hernandez and Nelson English fields.

A15.: **The contractor will have work in the electrical rooms. The grant calls for energy monitoring equipment at every location. This will be installed at existing electrical rooms and installed in new cabinets at the facilities that do not have services.**

Q16.: Contractor: Is it the contractor responsibility from the pole up?

City and Keys Energy: Regarding Pepe Hernandez: Contractor was referring to each pole to the lighting circuit. I'm thinking from a utility standpoint on the high voltage to get power to your main distribution center. At that point we will work with you to give you the service point location. Contactors in place will stay. On service point location KES will work with you and provide service point. To get there with a new pad mount or a new aerial transformer that will be utility responsibility.

I do not fully understand this answer. For Pepe Hernandez field I do understand KES will furnish transformer whether pad mount or aerial. The location needs to be determined for bid purpose. Copper is at an all-time high. It states contactors will stay. This means contractor comes from new transformer location and sets a distribution panel large enough to carry the new lighting load. From the new distribution panel the contractor will have to get pipe / wire lighting circuits to contactor location and from contactor location out to new pole locations. Please confirm this scope of work for Pepe Hernandez field in addition to installing new poles and lights. (It may be easier to relocate contactors than pipe to existing location)

A16.: **The problem with Pepe is that all wiring is run overhead. If we want to upgrade to new underground wire and conduit it will be the city's responsibility.**

Q17. Contractor: Where is the pad mount transformer?

City and Keys Energy: 483 Phase location and voltage and where utilities will stop and establish a service point. KE will be demo'ing all facilities taking down and establishing a service point.

I do not understand this answer. I believe all contractors agreed 277/480 volt secondary transformer was best. Please confirm. The service point (transformer) location needs to be provided for bid purpose. Please provide location and pad mount or aerial.

For Nelson English field, the service point location (transformer) needs to be provided. This was spotted at walk through. Please provide location on site plan. For the scope of work, the contractor will come from service point location (transformer secondary) to new distribution panel large enough to carry new light load. It is not practical to pipe to existing contactors in bldg. and new contactor(s) should be furnished. Pipe / wire lighting circuits from new distribution panel to contactors and from contactors to new light pole locations. Install poles and lights.

Please confirm.

A17.: See Addendum 2. It denotes locations on a map.

END OF ADDENDUM No. 3

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

 Davco Electrical Contracotrs Corp.
Signature Name of Business

