

## BID FORM

Project Title: **PURCHASE OF FLOATING DOCKS**

Project No.: **ITB #17-016**

1. <u>(1ea) 40' x 8' FLOATING DOCK</u>	LS	\$ <u>16,390.00</u>
2. <u>(1ea) 35' x 8' FLOATING DOCK</u>	LS	\$ <u>14,570.00</u>
3. <u>(2ea) 15' x 4' ALUMINUM GANGWAY</u>	LS	\$ <u>6,830.00</u>
4. <u>SIGNED AND SEALED SHOP DRAWINGS</u>	LS	\$ <u>750.00</u>

### **TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:**

Total of lump sum items 1 - 4

\$ 38,540.00

THIRTY EIGHT THOUSAND FIVE HUNDRED  
AND FORTY Dollars & 00 Cents  
(amount written in words)

PRICE FOB KEY WEST, FLORIDA 33040

PAYMENT TERMS: 45 days after delivery

**Bidders will guarantee their Bid price(s) for up to 120 calendar days after Bid opening.**

### 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.

### 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. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, 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.

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

Company Name: GIRALT ENTERPRISES, INC.

Contact Name & Telephone #: PEDRO GIRALT 305-596-4454

Email Address: PGIRALT1@gmail.com Signature: \_\_\_\_\_

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )

: SS

COUNTY OF MIAMI-DADE

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.

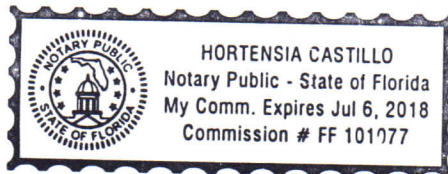
By: PEDRO GIRALT/PRES.

Sworn and subscribed before me this 6<sup>th</sup> day of MARCH 2017.

Hortensia Castillo

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



\* \* \* \* \*

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

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

1. This sworn statement is submitted with Bid or Proposal for ITB #17-016  
PURCHASE OF FLOATING DOCKS - KEY WEST HIST. SEAPORT
2. This sworn statement is submitted by GIRALT ENTERPRISES, INC.  
(name of entity submitting sworn statement)  
whose business address is 12260 SW 94 ST  
MIAMI, FL 33186  
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0066382  
  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_)
3. My name is PEDRO GIRALT  
(please print name of individual signing)  
and my relationship to 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 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.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

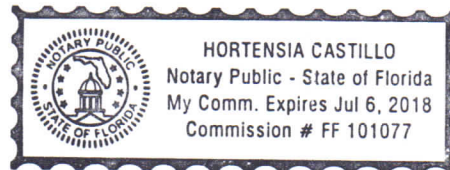
The foregoing instrument was sworn to and subscribed before me this 6<sup>th</sup>  
day of MARCH, 2017, by Pedro Giralt, the President of Giralt Enterprises,  
Inc., on behalf of the corporation.

He is personally known to me.

*Hortensia Castillo*

NOTARY PUBLIC, State of Florida

My Commission Expires: 07/06/2018





## CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, 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, caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by VENDOR for Professional Acts. VENDOR hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of VENDOR's negligent acts, errors or omissions or intentional acts in the performance of VENDOR's services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and VENDOR, they shall be borne by each party in proportion to its negligence.

VENDOR:

GIRALT ENTERPRISES, F.L.C.

SEAL:

12260 SW 94 ST, Miami, FL 33186  
Address

Signature

Print Name

PEDRO GIRALT

Title

PR. S.

DATE:

3/6/2017

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA )

: SS

COUNTY OF MIAMI-DADE

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_

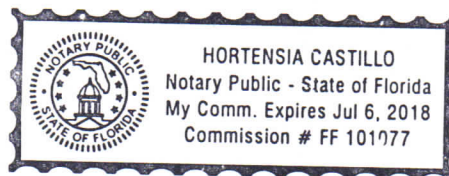
GIRALT ENTERPRISES, INC  
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: \_\_\_\_\_  
PE德罗 GIRALT/pres.

Sworn and subscribed before me this 6<sup>th</sup> day of March 20 17.

Hortensia Castillo  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



\* \* \* \* \*

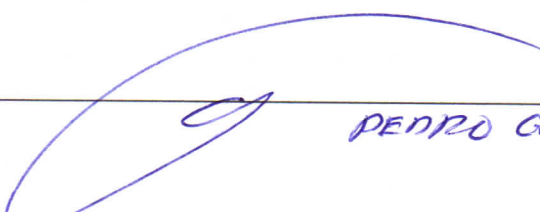
**CONE OF SILENCE AFFIDAVIT**

STATE OF FLORIDA )

: SS

COUNTY OF MIAMI-DADE )

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of GIRALT ENT, INC. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By:  PEDRO GIRALT/PRES.

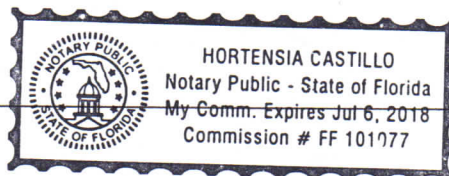
Sworn and subscribed before me this

6<sup>th</sup> day of MARCH 20 17.

Hortensia Castillo

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: \_\_\_\_\_



\* \* \* \* \*