

BID DOCUMENTS FOR:



ITB #17-016

**PURCHASE OF FLOATING DOCKS
KEY WEST HISTORIC SEAPORT**

FEBRUARY 2017

CITY OF KEY WEST

MAYOR: CRAIG CATES

COMMISSIONERS:

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

RICHARD G. PAYNE

MARGARET ROMERO

CLAYTON LOPEZ

**PREPARED BY:
Port & Marine Services**

ITB DOCUMENTS

CITY OF KEY WEST

CAROLINE STREET AND BAHAMA VILLAGE
COMMUNITY REDEVELOPMENT AGENCY (CRA)

KEY WEST, FLORIDA

BID DOCUMENTS

for

PURCHASE OF FLOATING DOCKS

CONSISTING OF:

BIDDING REQUIREMENTS
EQUIPMENT SPECIFICATIONS
DRAWINGS

KEY WEST HISTORIC SEAPORT (KWHS)

FEBRUARY 2017

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PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed Bids for City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CRA) **"PURCHASE OF FLOATING DOCKS,"** addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until **3:30 p.m.**, local time, on the **8th day of MARCH 2017**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside **"ITB #17-016 PURCHASE OF FLOATING DOCKS - KEY WEST HISTORIC SEAPORT"** addressed and delivered to the City Clerk at the address noted above.

The CRA is seeking BIDS from qualified individuals or firms for the purchase of two floating docks.

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

For information please contact Karen Olson, Deputy Port and Marine Services Director by email at kolson@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. 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 Proposal in question. The CRA may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CRA. (6) if such rejection is in the best interest of the CRA. The CRA may also waive any minor formalities or irregularities in any proposal.

The CRA retains the right to award bid to the bidder that best meet the needs of the City.

* * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Bid Documents are divided into parts, divisions, and sections for convenient organization and reference.

B. DOCUMENT INTERPRETATION

Should there be any doubt as to the meaning or intent of said Bid Documents, the Bidder should request of the Deputy Director Port and Marine Services, in writing (at least 4 calendar days prior to Bid opening) an interpretation thereof. Any interpretation or change in said Bid Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Bid 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. SCOPE OF SERVICES

A general description of the work to be done is contained in the EQUIPMENT SPECIFICATIONS section.

3. REQUIRED QUALIFICATIONS

The prospective Bidder must meet the statutorily prescribed requirements before award of Contract by the CRA. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and provide the product specified herein. Additionally all Bidders must meet the minimum qualifications as described in Required Qualifications section.

4. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly 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 the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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 Invitation to BID.

Within 90 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. 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, responsible Bidder to provide an acceptable insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 120 days after the opening of Bids. **Bidders will guarantee their Bid price(s) for up to 120 calendar days after Bid opening.**

The CRA reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

8. **BASIS OF AWARD**

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

9. **PUBLIC RECORDS REQUIREMENTS**

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

10. **PERMITS AND FEES**

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

11. **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 has carefully examined 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.

12. INDEMNITY LANGUAGE

To the fullest extent permitted by law, VENDOR expressly agrees to indemnify and hold harmless the City of Key West and their respective 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 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.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for VENDOR 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 VENDOR or of any third party to whom VENDOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

* * * * *

BID FORM

Project Title: **PURCHASE OF FLOATING DOCKS**

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

1. <u>(1ea) 40' x 8' FLOATING DOCK</u>	LS	\$ <u>23,200.00</u>
2. <u>(1ea) 35' x 8' FLOATING DOCK</u>	LS	\$ <u>20,300.00</u>
3. <u>(2ea) 15' x 4' ALUMINUM GANGWAY</u>	LS	\$ <u>13,700.00</u>
4. <u>SIGNED AND SEALED SHOP DRAWINGS</u>	LS	\$ <u>4,500.00</u>

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 4 \$ 61,700.00

Sixty One Thousand Seven Hundred Dollars & No 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.

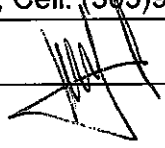
ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. N/A, N/A, N/A, 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: DockTek Marine LLC

Contact Name & Telephone #: Ernesto Santisteban, Off. (305) 763-7778, Cell. (305) 923-3907

Email Address: info@docktek.com Signature: 

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

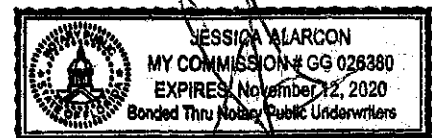
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Ernesto Santisteban

Sworn and subscribed before me this 3rd day of March 20 17.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



* * * * *

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 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).

X 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, AND (Please indicate which additional statement applies.)

N/A 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.)

N/A 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.)

N/A 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)

03/03/2017

(date)

STATE OF Florida

COUNTY OF Miami-Dade

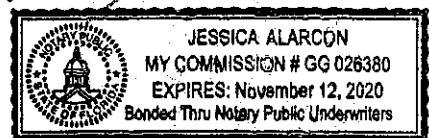
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Ernesto Santisteban who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 3rd day of MARCH, 2017.

My commission expires:

NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

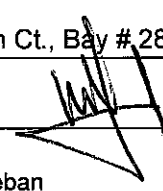
To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and 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: DockTek Marine LLC

14025 SW143th Ct., Bay # 28, Miami, FL 33186

Address



Signature

Ernesto Santisteban

Print Name

Officer/Qualifier

Title

SEAL:

DATE: March 3rd, 2017

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

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

DockTek Marine LLC

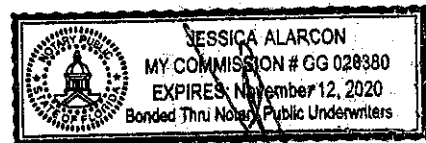
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: ERUESTO SANTISTEBAN 

Sworn and subscribed before me this 3rd day of MARCH 20 17.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of DockTek Marine LLC 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: ERNESTO SANTISERBAN



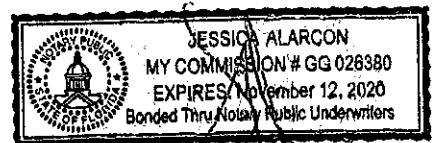
Sworn and subscribed before me this

3rd day of MARCH 2017

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11-12-20

* * * * *



LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798

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 Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances 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

Print, Type or Stamp Name of Notary

Title or Rank

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

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and Proper completion and submission of his bid.)

1. All Bid Documents thoroughly read and understood ☒
2. All blank spaces in Bid filled in black ink. ☒
3. Total and unit Prices added correctly. ☒
4. Addenda acknowledged. ☒
5. Bid signed by authorized officer. ☒
6. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting the proposed purchase. ☒
7. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award. ☒
8. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives. ☒
9. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☒
10. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification ☒
Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification; Cone of Silence

PART 2

EQUIPMENT SPECIFICATIONS

EQUIPMENT SPECIFICATIONS

FLOATING DOCKS:

1 - 40' x 8' dock

1 - 35 x 8' dock

Each with:

Poly float system

Unloaded freeboard 18", +/- 2"

Live load 20-25 PSF

Marine grade, 6061-T6 welded aluminum, E channel frame

Bolted connection with stainless steel hardware provided

IPE decking

Pressure treated pine fender

Vinyl "P" bumper

Cleats at 4' oc

External 3-roller pile guide

Delivery and unloading

GANGWAY:

2 - 4'x15'

Each with:

IPE decking

Welded channel frame, marine grade, aluminum frame

Hinge on top, roller on bottom

Tread plate and wear plate included

1 ½" Pipe Handrail

IPE grabrail (ADA compliant), no toerail

Anchors and fastening hardware by others

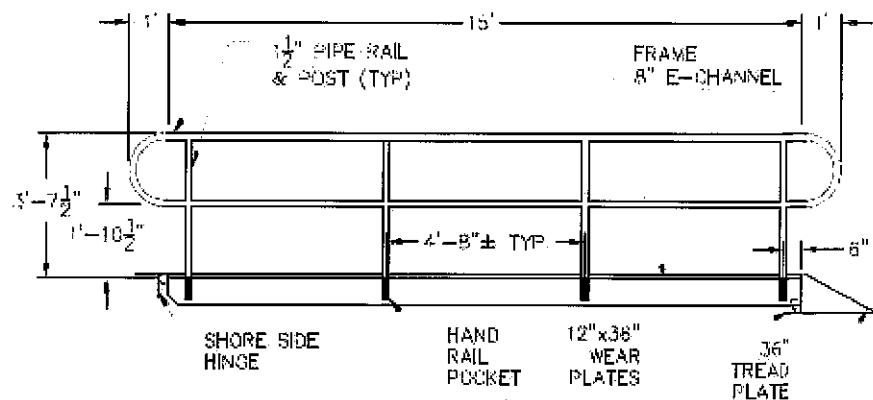
Delivery and unloading

6.5

* * * *

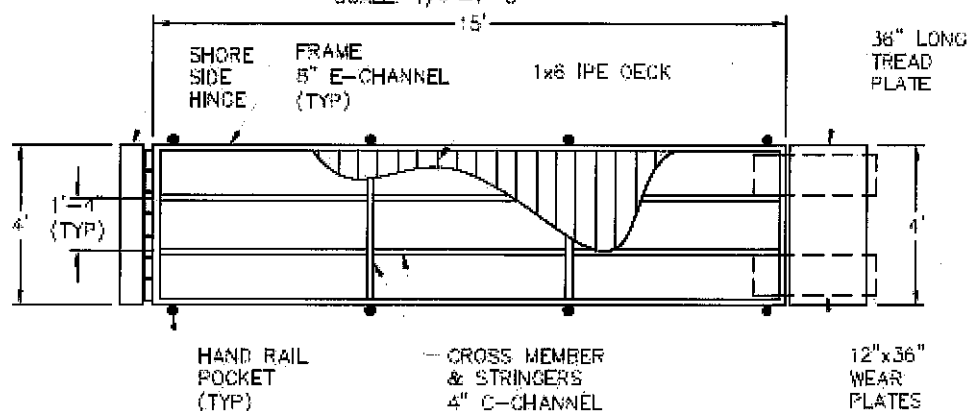
PART 3

DRAWINGS



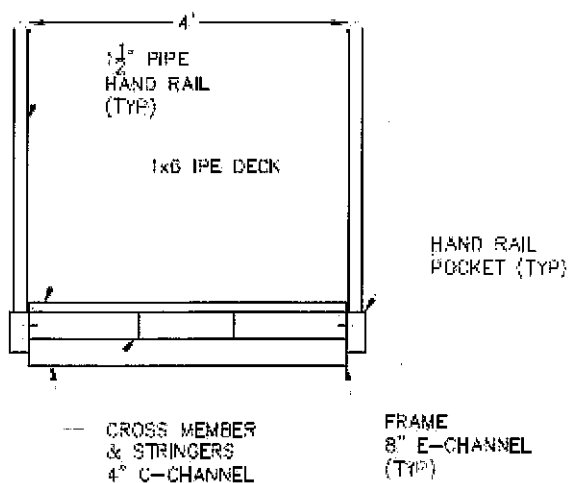
GANGWAY ELEVATION

SCALE: 1/4"=1'-0"



GANGWAY PLAN

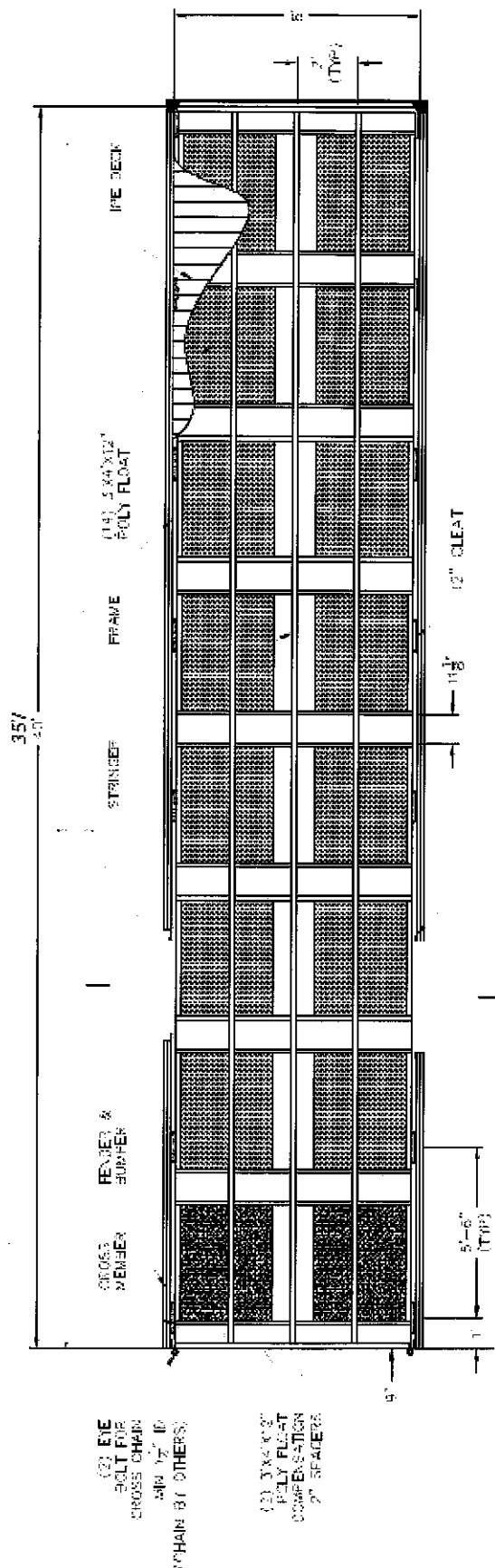
SCALE: 1/4"=1'-0"



GANGWAY SECTION

SCALE: 1/2"=1'-0"

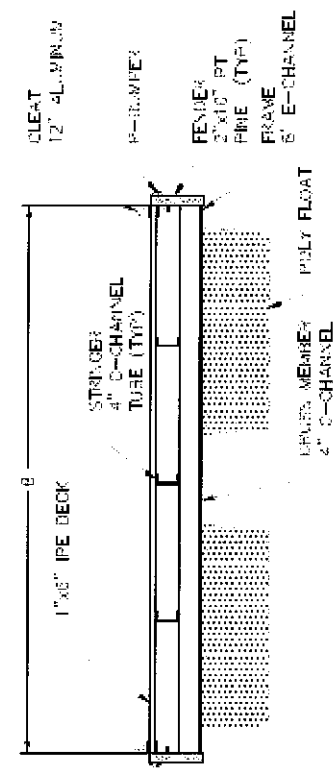
53



(2) EYE
BOLT FOR
CROSS CHAIN
AND 1/2\"/>

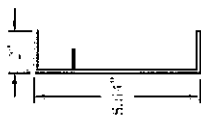
(2) 3/4\"/>

DOCK PLAN



DOCK SECTION

53



8" E-CHANNEL
SCALE: NTS



4" CHANNEL
SCALE: NTS



ALUMINUM RIBBED DECKING
SCALE: NTS
* LIGHT NAIL TO RUN PERPENDICULAR TO RIBS



HINGE POCKET
SCALE: NTS

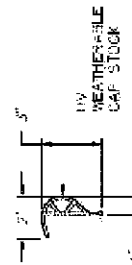
— 4" VINYL CORNER BUMPER

ALUMINUM ROLLING
NAIL (TYP)

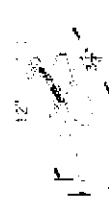


2" x 2" WOOD BUMPER

4" CORNER BUMPER
SCALE: NTS

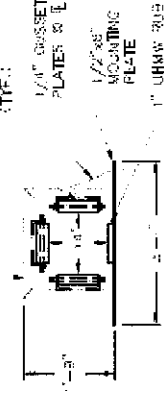


VINYL BUMPER
SCALE: NTS
STANDARD COLOR: BLACK
INTERIOR WITH BLACK CAP STOCK



ALUMINUM CLEAT
SCALE: NTS
(BOLTED)

FOR 12" PILE
2" x 4" x 1/2"
TUBE FRAME
(TYP)



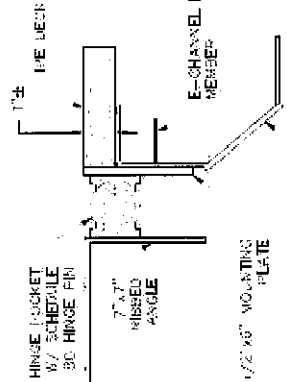
3-ROLLER EXT. PILE GUIDE
SCALE: NTS
* TO BE INSTALLED ON SITE BY OTHERS.

UHMW ROLLER
ASSEMBLY
(TYP)

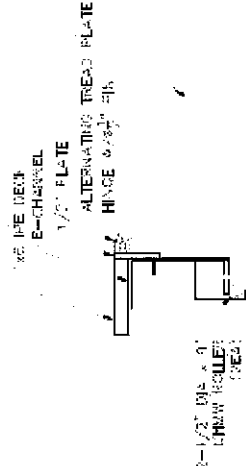
1/4" GUSSET
PLATES 3" x 1"

1/2" x 8" MOUNTING
PLATE

1" UHMW HDG BLOCK



SHORE-SIDE HINGE DETAIL
SCALE: NTS



TREAD PLATE W/WOOD DECK DETAIL
SCALE: NTS

6.3