NOTE TO BIDDER: Use preferably BLACK ink for completing this bid form.

BID FORM

To:	The City of Key West
Address:	1300 White Street, Key West, Florida 33040
Project Title:	OUTER MOLE PIER ENTRY CONTROL POINT LIGHTING ENHANCEMENTS OM19001602
Bidder's contact person	for additional information on this Proposal:
Company Name:	Florida Keys Electric, Inc.
Contact Name & Telep	hone #: Raymond Vazquez 305-296-4028
Email Address:	rvazquez@flkevselectric.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself 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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 14 calendar days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to complete work within 90 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. N/A, _____,

(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 Proposal(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.

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true 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.

Bid	l Form ITB 19-004		
City of Key Wo Outer Mole Pier Entry (est Project: <u>OM 19</u> Control Point Lightin		
Base Bid:			
Design & Construct Lighting Enhancements	(Lump Sum)	\$30,605.00	(1)
Project & Site-specific Accident Prevention Plan (APP)	(Lump Sum)	\$750.00	(2)
Project-specific Quality Control Plan	(Lump Sum)	\$750.00	(3)
Total Base Bid	(Lump Sum)	\$32,105.00	(4)
	Sum of (1)	through (3) inclusive	
Thirty Two Thousand One Hundred F Total Base Bid V	Five dollars and .00 C Written in Words has		
Add Alternate #1: Furnish 100% Performance & Payment Bonds	(Lump Sum)	\$805.00	(5)

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided as per the Conditions of the Contract (Part 3).

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

Please see Attached Schedule of Values		

PAGE OF PAGES

APPLICATION NO: APPLICATION DATE:

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

OM19001602/Outer Mole Lighting Enhancement

ARCHITECT'S PROJECT NO:

PERIOD TO:

Job#

<	В	၁	Q	Ε	ت	Ü		H	_
ITEM	A DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED	PLETED	MATERIALS	TOTAL	%	BALANCE	RETAINAGE
9		VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(O+D)	TO FINISH	(IF VARIABLE
			APPLICATION		STORED	AND STORED		(C-C)	RATE)
			(D+E)		NOT IN	TO DATE			
					D OR E)	(D+E+F)			
	Outer Mole Pier Lighting Enhancement	hancemen							
-	Mobilization	\$965.00	\$0.00	\$0.00		\$0.00	%0	\$965.00	\$0.00
2	Electrical Engineering & Photometrics	\$3,500.00	\$0.00	\$0.00		\$0.00	%0	\$3,500.00	\$0.00
	Structural Engineering Fixture								
m	Foundations	\$1,500.00	\$0.00	\$0.00		\$0.00	%0	\$1,500.00	\$0.00
4	Light Fixtures	\$6,753.00	\$0.00	\$0.00		\$0.00	%0	\$6,753.00	\$0.00
	Site Lighting & Wall Pack / Dimming								
S	System Rough-In	\$15,459.00	\$0.00	\$0.00		\$0.00	%0	\$15,459.00	\$0.00
9	Excavation & Utility Locate	\$1,000.00	\$0.00	\$0.00		\$0.00	%0	\$1,000.00	\$0.00
	Lighting & Wall Pack / Dimming								
7	System Trim-Out	\$2,928.00	\$0.00	\$0.00		\$0.00	%0	\$2,928.00	\$0.00
			\$0.00	\$0.00		\$0.00	%0	\$0.00	\$0.00
			\$0.00	\$0.00		\$0.00	%0	\$0.00	\$0.00
			\$0.00	\$0.00		\$0.00	%0	\$0.00	\$0.00
			\$0.00	\$0.00		\$0.00	%0	\$0.00	\$0.00
	GRAND TOTALS	\$32,105.00	80.00	\$0.00	80.00	\$0.00	%0	\$32,105.00	80.00

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · D 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N W WASHINGTON, D C. 20006-5292

G703-1992

SUBCONTRACTORS

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

Perez Engine	eering PE51468		
Name			
1010 Kennedy Drive	, Key West	,Florida	,33040
Street	City	State	Zip
Name			
Street	City	State	Zip
Name			
Street	City	State	Zip
Name			
Street	City	State	Zip

SURETY

FCCI Insurance Company			whose address is
6300 University Parkway Street	Sarasota City		34240
BIDDER			
The name of the Bidder submitting this Propos	al is		
Florida Keys Elec	tric, Inc.		doing business at
5730 2nd Avenue Street	. <u>Key West</u> City	, FL ,	33040 Zip
which is the address to which all communication Contract shall be sent. The names of the principal officers of the partnership, or of all persons interested in this limited to the communication of the partnership.	e corporation sub	mitting this Pro	oposal, or of the
Raymond Vazquez		President	
Caroline Vazquez		Vice Presiden	ıt
			-1-00

If Sole Proprietor or Partnership IN WITNESS hereto the undesigned has set his (its) hand this ______ day of ______ 2017. Signature of Bidder

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 ______ day of _______ day of ________ 2018

(SEAL)

Florida Reys Electric, Sas.

Name of Corporation

Title

Title Preside

Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

(List similar projects, with types, names of OWNERs, construction costs, ENGINEERs, and references with phone numbers. Use additional sheets if necessary.)

Truman Waterfront Park; City of Key West; \$1.1 M; HNGS Engineers; Charley Toppino & Sons; 305-296-5606
Truman Waterfront Amphitheater; City of Key West; \$321,930.00; Bermello Ajamil & Partners; D.L. Porter Constructors Inc, 941-929-94
Bernstein Park; Monroe County; \$521,000.00; William P. Horn; Burke Construction Group 305-468-6604
Fort Zachary Taylor State Park Entry; State of Florida; \$36,822.00; Burt Bender; Biltmore Construction, 727-585-2084
Oceans Edge Resort and Marina; Sunstone Properties; \$585,338.00; Allied Engineering; Botsford Builders, 305-743-9644
Mosquito Control Facility; Monroe Country Mosquito Control; \$178,000.00; William P. Horn; Biltmore Construction, 727-585-2084

FLORIDA BID BOND

	BOND NO. Not Applicable
	AMOUNT: \$5%
KNOW ALL MEN BY THESE PRESENTS, thatF	lorida Keys Electric, Inc.
5730 2nd Avenue, Key West, FL 33040	
hereinafter called the PRINCIPAL, andFCCI Inst	ırance Company
	, X
a corporation duly organized under the laws of the State	of Florida
having its principal place of business at6300 Unive	sity Parkway, Sarasota, FL 34240
and authorized to do business in the State of Florida, as	in the State ofFlorida, SURETY, are held and firmly bound unto
City of Key West	
hereinafter called the OBLIGEE, in the sum ofFive	Percent of Bid Proposal Submitted
DOLLARS (\$)	
our heirs, executors, administrators, successors, and assi present.	gns, jointly and severally, firmly by these
THE CONDITION OF THIS BOND IS SUCH THAT:	
WHEREAS, the PRINCIPAL is herewith submitting his	or its Bid Proposal for Design-Build
Outer Mole Pier Entry Control Point Lighting Enhancem	ents, said Bid Proposal, by reference

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for ITB 19-004 ~ Page 20

thereto, being hereby made a part hereof.

the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and Contract Documents entitled:

OUTER MOLE PIER ENTRY CONTROL POINT ELECTRICAL ENHANCEMENTS OM19001602

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this	19th	day of	November	, 2018	
PRINCIPAL			Florida Keys Ele	ectric, Ing	
			FCCI Insurance	e Company	
			By Attorney-In-É	act & FL Resident Agent - Eduardo A. Menendo	ez
STATE OF Florida) : SS			
COUNTY OF Marco)			

ITB 19-004 ~ Page 21

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: Raymond Varquez

Tery am Schooley

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

VICKY ANN SCHOOLEY
Notary Public - State of Fiorida
Commission = 6G 223304
My Comm. Expires May 30, 2022
Bonded through National Notary Asso.

ITB 19-004 ~ Page 22



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

William F Kleis: William L Parker: Davor I Mimica: Ileana M Bauza: Eduardo A. Menendez

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$7,500,000): \$7,500,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company I officers and its corporate Seal to be hereunto affixed, this	nas caused these p	resents to be signed by its duly authorized September , 2016 .
Attest: Carg Johnson Craig Johnson, President FCCI Insurance Company	SEAL SORIO	Thomas A. Koval Esq., EVP, Chief Legal Officer, Government Affairs and Corporate Secretary FCCI Insurance Company

State of Florida County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

Arlene Alonso

Notary Public, State of Florida

Commission No.GG 19777

My Commission Expirus: 09025/20

arlene alonso
Notary Public

State of Florida County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

Ariene Alonso
New Public, State of Florida
Commission No.03 19777
My Commission Expirer: 0W25/20

Orlene alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 19th day of November , 2018

Thomas A. Koval, Esq., EVP, Chief Legal Officer, Government Affairs and Corporate Secretary

1-IONA-3592-NA-04, B/16



ANTI-KICKBACK AFFIDAVIT

STATE OF <u>Florida</u>) : SS COUNTY OF <u>Monroe</u>)
COUNTY OF Monroe)
I, the undersigned hereby duly sworn, depese and say that no portion of the sum herein bid will be paid to any employees of the City of Kew West as a commission, kickback, reward or gift, directly
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.
Ву:
Sworn and subscribed before me this 21 day of November, 2018
* ,
NOTARY PUBLIC, State of <u>Florida</u> at Large
MICHAEL L. SMITH
My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA
Comm# GG178719 Expires 1/2/12022
Wennes Ind

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)	
SS COUNTY OF MONROE)	
I, the undersigned hereby declares that the only pers those named herein, that this Proposal is, in all resp without collusion with any official of the Owner, connection or collusion with any person submitting a	pects, fair and without fraud, that it is made and that the Proposal is made without any
Sworn and subscribed before me this	
NOTARY PUBLIC, State of Florida at Large	MICHAEL L. SMITH NOTARY PUBLIC STATE OF FLORIDA Comm# GG178719
My Commission Expires: 1/24/2022	Expires 1/24/2022

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
	OM19001602 / Outer Mole Pier Lighting Enhancement
2.	This sworn statement is submitted by Raymond Vazquez (name of entity submitting sworn statement)
	whose business address isFlorida Keys Electric, Inc.
	and (if applicable) its Federal Employer Identification Number (FEIN) is
	65-00537891
	(If the entity has no FEIN, include the Social Security Number of the individual
	signing this sworn statement
3.	My name is Raymond Vazquez (please print name of individual signing)
	and my relationship to the entity named above isPresident
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 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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. 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 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.)

<u>x</u> 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.)

<u>X</u> 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.)

STATE OF Florida
COUNTY OF Monroe
PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Raymond Vazquez who, after first being sworn by me, affixed his/her (name of individual signing)
signature in the space provided above on this 21 day of November, 20
My commission expires: 1/24/2022 NOTARY PUBLIC MICHAEL L. SMITH NOTARY PUBLIC STATE OF FLORIDA
Comm# GG178719 Expires 1/24/2022

INDEMNIFICATION

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

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

CONTRACTOR	Florida Keys Electric, Inc.	SEAL:
	5730 2nd Avenue; Key West, FL, 33040 Address	
	Signature	
	Raymond Vazquez Print Name	
	President Title	
DATE:	November 21, 2018	

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 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 Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name	Florida Kevs Elec	tric, Inc.	Pnone	: <u>303-290-4028</u>
	•			
Current Local Add	ress: 5730 2nd Av	may not be used to establish status)	Fax:_	305-296-9283
Length of time at the		25 Years		November 21, 2018
	Signatur of Authorized Re		Date.	NOVEITIBEL 21, 2018
STATE OF	Florida	COUNTY OF		Monroe
By Raimi	ons Various	ged before me this21, ofFlorida Ke	eys Electric	, Inc.
or has produced ide	entification	(Type of identification)	gnature of 1	as identification.
Return Completed Supporting docume City of Key West I	ents to:		rint, Type o	L. Smithr Stamp Name of Notary Estimator

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida) : SS	ži.
COUNTY OF Monroe)	280
	ers of its employees of	at the firm of Florida Keys Electric, Inc. on the same basis as it provides benefits Sec. 2-799.
Sworn and subscribed before me th	is	
NOTARY PUBLIC, State of _Float	, 2018.	MICHAEL L. SMITH NOTARY PUBLIC STATE OF FLORIDA Comm# GG178719 Expires 1/24/2022

CONE OF SILENCE AFFIDAVIT

Sec. 2-773. Cone of Silence

- (a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
 - 1) Competitive Solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Completive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
 - 2) Cone of Silence means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
 - 3) Evaluation or Selection Committee means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
 - 4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
 - 5) Vendor's Representative means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.
- (b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:
 - Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
 - Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
 - 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
 - 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

- (c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:
 - 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
 - 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.
 - (A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.
 - (B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.
 - 3) Oral communications at duly noticed pre-bid conferences;
 - 4) Oral presentations before publically noticed evaluation and/or selection committees;
 - 5) Contract discussions during any duly noticed public meeting;
 - 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
 - 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
 - 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall

notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION STATE OF FLORIDA

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VAZQUEZ, RAYMOND

FLORIDA KEYS ELECTRIC INC 5730 2ND AVE. KEY WEST FL 33040

LICENSE NUMBER: EC0002558

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955 Holder must meet all City zoning and use provisions. This Document is a business tax receipt

Lic NBR/Class Business Name Issue Date: Location Addr 5730 2ND AVE FLORIDA KEYS ELECTRIC CtlNbr:0002261

September 28, 2017 Expiration Date: September 30, 2018 18-00013611 CONTRACTOR - CERT ELECTRICAL

Add. Charges License Fee \$0.00 \$325.00

Penalty \$325.00 \$0.00

Comments:

This document must be prominently displayed. FLORIDA KEYS ELECTRIC

5730 2ND AVE FLORIDA KEYS ELECTRIC

KEY WEST FL 33040

Oper: KEYHGRC Date: 9/28/17 59 Type: OC Brauer: 1 Receipt no: 28498

EW CHECK LIC OCCUPATIONAL RENEWAL 1.00

Fans date: 9/28/17

MONROE COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2019**

RECEIPT# 30140-23918

Business Name: FLORIDA KEYS ELECTRIC INC

Owner Name:

VAZQUEZ RAYMOND PRES AND

Mailing Address:

VAZQUEZ CAROLINE V PRES

5730 2ND AVE

KEY WEST, FL 33040

5730 2ND AVE **Business Location:**

KEY WEST, FL 33040

Business Phone: Business Type:

305-296-4028

CONTRACTOR (ELECTRICAL CONT)

Employees

25

STATE LICENSE: EC0002558

İ	Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
	65.00	0.00	65.00	0.00	0.00	0.00	65.00

Paid 103-17-00004662 07/24/2018 65.00

THIS BECOMES A TAX RECEIPT **VHEN VALIDATED**

Danise D. Henriquez, CFC, Tax Collector THIS IS ONLY A TAX. PO Box 1129, Key West, FL 33041

YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

.P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2019

Business Name: FLORIDA KEYS ELECTRIC INC

RECEIPT# 30140-23918

Owner Name:

VAZQUEZ RAYMOND PRES AND

Mailing Address:

VAZQUEZ CAROLINE V PRES

5730 2ND AVE

KEY WEST, FL 33040

5730 2ND AVE

Business Location: KEY WEST, FL 33040

305-296-4028 Business Phone:

Business Type:

CONTRACTOR (ELECTRICAL CONT)

Employees

25

STATE LICENSE: EC0002558

Tax Amount	Transfer Fee	Sub-Total		Penalty	Prior Years	Collection Cost	Total Paid
65.00	0.00		65.00	0.00	0.00		65.00

Paid 103-17-00004662 07/24/2018 65.00 Client#: 65280

FLOKE5

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/25/2018

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 EPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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	NAME: Emma Blanco, CPSR				
Gulfshore Insurance, Inc SWFL	PHONE (A/C, No, Ext): 239 659-8873 FAX, Noj: 239 659-88				
4100 Goodlette Road N	PHONE (A/C, No, Ext): 239 659-8873 ACC, No): 239 659-8873 E-MAIL ADDRESS: EBlanco@Gulfshoreinsurance.com				
Naples, FL 34103	INSURER(S) AFFORDING COVERAGE	NAIC#			
239 261-3646	INSURER A ; National Trust Insurance Company	20141			
INSURED	INSURER B : FCCI Insuranca Company	10178			
Fiorida Keys Electric, Inc.	INSURER C:				
5730 2nd Avenue	INSURER D:				
Key West, FL 33040	INSURER E :				
	INSURER F:				
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:				

OVERAGES	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.

ISR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MW/DD/YYYY)	(MM/DD/YYYY)	LIMITS	5	
Ą	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY			GL00196861	04/26/2018	04/26/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s1,000,000 s1,000,000	
	CLAIMS MADE X OCCUR				1		MED EXP (Any one person)	510,000	
	X PD Ded:500						PERSONAL & ADV INJURY	s 1,000,000	
							GENERAL AGGREGATE	s 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- LOC						PRODUCTS - COMPIOP AGG	s 2,000,000 s	
2	AUTOMOBILE LIABILITY			CA100013197	04/26/2018	04/26/2019	COMBINED SINGLE LIMIT (Ea accident)	s1,000,000	
	ANY AUTO	1					BODILY INJURY (Per person)	5	
	ALL OWNED X SCHEDULED AUTOS					1	BODILY INJURY (Per accident)	5	
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	5	
	XDrive Oth Car							s	
1	X UMBRELLA LIAB X OCCUR			UMB10002490201	04/26/2018	04/26/2019	EACH OCCURRENCE	s2,000,000	
	EXCESS LIAB CLAIMS-MADE		-				AGGREGATE	s2,000,000	
	DED X RETENTION \$10000					ļi		s	
3	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			001WC18A76146	04/26/2018	04/26/2019	X WC STATU- TORY LIMITS OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y IN OFFICER/MEMBER EXCLUDED?	NIA						E L EACH ACCIDENT	s1,000,000
	(Mandatory in NH)	110		V4			E L. DISEASE - EA EMPLOYEE	s1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L. DISEASE - POLICY LIMIT	s1,000,000	

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

CERTIFICATE HOLDER	CANCELLATION
City of Key West 1300 White Street Key West, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
noy vicos, i a cours	AUTHORIZED REPRESENTATIVE
	Thisad

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