

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

CALL FOR BIDS

THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, operator of Keys Energy Services (KEYS), hereby gives notice to prospective bidders that sealed proposals will be received by **KEYS** electronically until 1:30 p.m. on **Friday, January 28, 2022** for:

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

KEYS has instituted VendorLink and DemandStar systems to provide current information to potential bidders. These systems will allow you to receive bid information quickly and at your convenience 24 hours a day, 7 days a week. Specifications may be obtained from their websites at www.myvendorlink.com or www.DemandStar.com. Registered vendors will be notified automatically of all Requests for Proposals. You may also visit www.KeysEnergy.com for links and download information for all KEYS bid specifications.

It shall be the sole responsibility of each bidder to have their bid electronically delivered on or before the time for opening proposals last announced to bidders. Bid bonds and/or cashier's checks are to be delivered via FedEx or UPS to:

Keys Energy Services
Bid Opening Committee – KEYS Bid 03-22
6900 Front Street Extended
Key West, FL 33040
Note: This address does not receive US Postal Service.

Any proposal received after the time last announced for opening proposals may be retained by KEYS or returned to the bidder, but such proposal may be rejected as not responsive.

Vendors with questions pertaining to this bid specification must submit them in writing via email to purchasing@keysenergy.com no later than **Friday, January 14, 2022 at noon**. Any questions received after noon on January 14, 2022 will not be addressed.

Each proposal should be accompanied by a Certified Check or Bid Bond payable to the **UTILITY BOARD OF THE CITY OF KEY WEST** in an amount not less than five (5%) percent of the amount of the proposal as security.

Each proposal should constitute an offer to **KEYS**, as outlined therein, and should be irrevocable after the time announced for the opening thereof.

At a meeting of the **BID OPENING COMMITTEE** to be held virtually on **Friday, January 28, 2022 at 1:30 p.m.** Proposals will be opened and vendor names will be publicly read aloud.

KEYS reserves the right to reject any or all proposals, to waive irregularities and informalities in any or all proposals, and to separately accept or reject any item, items, bid schedule or bid schedules of the proposal which KEYS deems to be in the best interest of the Utility Board.


Tyler Randolph, Purchasing Supervisor

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

GENERAL

Keys Energy Services (KEYS) is a municipal electric utility supplying power to more than 31,000 customers in the lower Florida Keys. KEYS is located in the extreme southern tip of peninsular Florida, situated in Monroe County, Florida, primarily in what is considered the "Lower Keys", which extends eastwardly from Key West to the west end of the Seven-Mile Bridge. Corporate Offices are located in Key West, Florida and the Transmission and Distribution (T&D) Facility is located on Stock Island at 6900 Front Street Extended, Key West, Florida 33040.

KEYS and its representatives have exercised due care in preparing this Request for Proposals (RFP). All information contained herein is believed to be substantially correct. However, bidders should verify information independently if desired. KEYS and its representatives do not warrant the accuracy of information contained herein.

SCOPE

KEYS is seeking a qualified consultant to assist the utility in implementing an Advanced Metering Infrastructure (AMI) system. KEYS provides electric power to approximately 31,000 meters from Key West to Ohio Key located on the west end of the Seven Mile bridge. The selected consultant is expected to lead KEYS through all phases of the AMI implementation from the very start of the process through implementation including integration of existing or new systems, testing, and deployment.

It is proposed this work be accomplished in three phases:

Phase 1: Planning

This should include internal assessments of KEYS systems and personnel; a gap analysis for both systems and personnel; a cost-benefit analysis; prioritization of AMI priorities to meet utility goals, system integration or replacement needs; and preparation of a draft Request for Proposals (RFP).

Phase 2: Vendor Selection

This should include finalization of the RFP and vendor selection criteria based on KEYS goals. The consultant should assist in responding to vendor questions after the RFP is issued, evaluating submitted bids and short-listing vendors.

Phase 3: Implementation

A test phase shall be completed prior to complete system rollout. The test phase shall demonstrate and prove the system integration and operation. The consultant will provide oversight of the selected AMI vendor including integration with existing KEYS systems (or replacement systems, if needed) as well as a customer marketing plan. After completion of the test phase, project implementation shall begin.

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

PROPOSED AMI GOALS

KEYS is proposing the following AMI goals, which are expected to be further refined by the selected consultant:

- Demand Side Management Programs
 - Time of Use Rates
 - Critical Peak Pricing
 - Pre-paid Metering
 - Customer Messaging (price signals)
- Distribution Automation
 - Remote disconnect/reconnect
 - Communications network for other intelligent distribution management devices/intelligent electric devices (IEDs)
- Improved Outage Management
 - Integration with the Outage Management System
- Data Analytics
 - Reduce system losses
 - Improve reliability
 - Evaluate electric vehicle and distributed energy resource impacts
 - Evaluate transformer loading
 - Provide tools to help customers understand and manage their energy consumption

PROPOSALS

KEYS is seeking not-to-exceed price proposals which individually address the three phases described herein. At minimum the vendor should address the following goals and how the vendor will achieve each of these items:

1. AMI System Goals
2. Review and assessment of KEYS Systems
3. Gap Analysis (Systems and Personnel)
4. Cost-Benefit Analysis
5. Business Process Impact Assessment
6. Strategy Development including a detailed testing and deployment plan
7. RFP development
8. RFP evaluation, vendor recommendation and contract negotiations
9. Deployment and Implementation plan including system integrations, testing, marketing and deployment

The proposal should include:

1. Proposed personnel to work on this project along with their qualifications and related work.
2. Proposed work approach including travel vs remote work plans
3. Proposed pricing including progress payments tied to deliverables
4. Proposed work schedule
5. Disclosure of existing relationship to any AMI vendors

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

6. Listing of CIS, Outage Management Systems, GIS Programs you have successfully integrated with
7. References for similar successful projects, and reference contact information.

DELIVERABLES

Phase 1

- Draft and final business process impact assessment results that include the current state and recommendations for future processes.
- Draft and final AMI assessment report including the gap analysis. If the draft and/or final AMI reports contain data that is exempt from Florida public record laws for cyber security reasons the reports shall be marked as exempt. Also, a redacted final report shall be provided that can be released to the public without jeopardizing KEYS cyber security.
- Cost-Benefit Analysis report.
- Presentation(s) to the Utility Board to provide results and obtain feedback that include the results of the Impact Assessment, Gap Analysis and Cost-Benefit Analysis. A written draft of the presentation shall be provided to KEYS staff for review and comment at least one month before the scheduled Utility Board meeting.
- Draft RFP for the AMI System.

Phase 2

- Final RFP for the AMI System.
- Vendor Recommendation and Presentation to the Utility Board.

Phase 3

- AMI Deployment, Testing and Implementation Plan.
- Customer Marketing/Communication plan for AMI.

SELECTION CRITERIA

KEYS will award AMI consulting services to the Firm that demonstrates the ability to provide the highest quality of service and systems at the best value for the Utility. The criteria for selection shall include, but not be limited to the following:

1. Ability to meet the requirements of the proposal.
2. Quality, quantity and relevance of the Proposer's experience and resources.
3. Knowledge of AMI providers.
4. Charges for services provided.
5. A minimum of three References from municipal electric utilities or investor owned electric utility clients. Please supply the following Contact Information for each reference provided:
 - a. Name

**KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE
(AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT**

- b. Title
- c. Email
- d. Phone

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

KEYS ENERGY SERVICES **GENERAL TERMS & CONDITIONS**

ADDITIONS/DELETIONS

KEYS reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the best interest of KEYS.

ALTERATIONS IN PROPOSAL

Except as otherwise provided herein, Proposals which are conditional in any way, or which contain erasures or interlineations not authenticated as provided herein, or which contain items not called for, items not in conformity with applicable laws, changes, additions, recapitulations, alternative Proposals, or any other modifications of the Proposal forms which are not specifically called for in the Contract Documents, will be rejected as not responsive unless specifically agreed to in writing by KEYS. Erasures, interlineations or other corrections shall be authenticated by affixing in the margin immediately opposite the correction, the handwritten initials of each person executing the Proposal.

APPLICABLE LAW

This Contract shall be interpreted in accordance with the law of the State of Florida.

ASSIGNMENT

No contract awarded under these terms, conditions, and specifications, may be sold, transferred or assigned in full or part without the written permission of KEYS. Such written permission shall not relieve contractor from its obligations and liabilities.

ATTORNEY FEES

The prevailing party in any litigation or mediation relating to the contract shall be entitled to recover its reasonable attorney fees and costs from the other party for all matters, including, but not limited to, appeals.

BASIS OF AWARD

- A. The award will be made by KEYS on the basis of the Proposal from the lowest responsive* responsible**, Bidder which, in KEYS' sole and absolute judgment, will best serve the interest of KEYS.
- B. KEYS reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposal.
*Responsive Bidder: Any person, firm, or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free of excisions or special conditions and has no alternative bids for any item unless requested in the technical specifications.
**Responsible Bidder: Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate manpower and equipment to do the work properly and within the time limit that is established, has adequate financial status to meet his obligations contingent to the work and has a history of performance of like contracts (acceptable to KEYS).
- C. Evaluation: The lowest evaluated price shall be determined from an analysis which assesses the impact of the contract price, operational and maintenance costs.

BID BOND/CERTIFIED CHECK

Each proposal should be accompanied by a Bid Bond or Certified Check payable to the UTILITY BOARD OF THE CITY OF KEY WEST in an amount not less than five (5%) percent of the amount of the proposal as security.

BID PROPOSAL PRICING

All bid proposals must remain firm for 120 days minimum.

BIDDER QUALIFICATIONS

Please provide this information in your bid response.

COMPLETENESS OF PROPOSAL

- A. Each Bidder shall respond to all items on Proposal Page. When quoting on all items including optional items, bidders shall insert the words "No Bid" in the space provided for any item for which no offer is made. Failure to do so may result in the Proposal being rejected as not responsive.
- B. KEYS will consider alternative, additive, or deductive options with no initial pricing.
- C. Each Proposal shall include specific acknowledgment of receipt of all Addenda issued during the bidding period. Failure to do so may result in the Proposal being rejected as not responsive.
- D. Each Bidder shall furnish information relating to its experience, facilities, material, equipment and business as is required by the Proposal form. Failure to do so may result in the Proposal being rejected as not responsive.
- E. Additional technical data furnished by a Bidder, but not required by the Request for Proposal (RFP), may at KEYS' option be considered part of the Proposal to the extent that it is supplementary to, is consistent with and not contrary to the RFP.

CONTACT REFERENCES

KEYS contact for bidding requirements and technical specifications: Tyler Randolph, Supervisor of Purchasing, Tyler.Randolph@keysenergy.com or purchasing@keysenergy.com.

CONTRACT DURATION

The duration of the base contract shall be for three years from the date of execution by the Utility Board. KEYS reserve the right to cancel this contract without cause with 30 days written notice and with cause within 10 days.

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

CONTRACT CHANGES

No changes, over the contract period, shall be permitted unless prior written approval is given by the Utility Board of the City of Key West, Florida. No Contractor shall assign the contract or any rights or obligations there under without the written consent of KEYS. In the event of such approved subcontracting, contractor agrees to provide KEYS with written documentation relative to the Subcontractor(s) employed in this contract.

CONTRACT COMPLIANCE

All contracts are subject to the terms and conditions of the Fair and Accurate Credit Transactions Act of 2003. The said provisions and compliance therewith are expressly made part of the contract and are binding covenants on the party contracting with KEYS.

CONTRACTOR LIABILITY

In the event of default by Contractor, KEYS reserves the right to utilize the next lowest Bidder as the new Contractor. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its proposal or bid for this specification.

ENTIRE AGREEMENT

The terms, specifications and/or drawings included in a duly executed contract will constitute the entire agreement between the parties. No modification or waiver of terms of this agreement shall be binding, unless in writing, signed by a duly authorized representative of KEYS.

ERROR IN BID CALCULATION

In the event there is a mathematical error in the bid, KEYS will recalculate using the line items and correct the total.

EXECUTION OF PROPOSAL

If a Proposal is made by a partnership, it shall contain the name and address of each partner and shall be executed in the partnership name, followed by the handwritten signature of a partner authorized to execute the Proposal for the partnership. If a Proposal is made by a corporation, it shall be executed in the name of the corporation, followed by the handwritten signature of an officer authorized to execute the Proposal for the corporation, and the printed or typewritten designation of the office he holds in corporation. Another partner of the partnership or official of the corporation shall attest to the authority of the person executing the Proposal. KEYS may require any Bidder to furnish certified copies of extracts of the minutes of meetings of the governing body of the Bidder authorizing execution of the Proposal and Contract Documents.

FORCE MAJEURE

KEYS shall not be liable in any way to contractor as a result of an event, circumstance or act of a third party that is beyond a party's reasonable control (e.g. an act of God, and act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war and riots).

LITIGATION SEARCH

KEYS reserve the right to conduct a litigation search on contractor's history of past litigation.

LIQUIDATED DAMAGES

In the event the Scope of Work for Phase 1 is not substantially complete within the first year of the contract, liquidated damages shall be payable by Contractor to KEYS in the amount of \$500.00 per day for each day the Scope of Work is not substantially complete.

The parties recognize that the damages to be incurred by KEYS as a result of delay in completion of the Scope of Work are difficult to estimate at this time and would be difficult for KEYS to prove. The parties intend that the payment of Liquidated Damages set forth above would serve to compensate KEYS for its damages resulting from such delay in completion, and constitutes a reasonable, good faith approximation of such damages. The liquidated damages set forth herein are not intended to, nor shall be construed to, function as a penalty, and shall not preclude other remedies available to KEYS at law or in equity.

MODIFICATION OF PROPOSAL

A modification of a proposal already received will be considered only if the modification is received prior to the time last announced for opening Proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal, fax or E-mail. Phone modifications will not be considered.

NOTICE TO PROCEED

KEYS will issue the successful bidder a Notice to Proceed after the following activities have been completed: 1) the Performance Bond and Insurance Certificates have been received and approved by KEYS, 2) a meeting has been held and issues regarding environmental, lien releases, payment procedures, safety, security, and use of sub-contractor notification were discussed. The successful bidder will be asked to complete the signature to acknowledge receipt of this notice.

OPENING PROPOSALS

At the time and place last announced for opening Proposals, each Proposal which has been received prior to the time last announced for opening Proposals, except those which have been properly withdrawn, will be publicly opened, irrespective of any irregularities or informalities in such Proposals.

KEYS INSPECTIONS/MEETINGS

KEYS will make inspections and/or meetings as deemed necessary to ensure that all work is being performed in compliance with these specifications and guarantees.

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

PAYMENT

Payment will be made after acceptance of services and materials and within 30 days after receipt of invoice. KEYS will hold 10% retention until 30 days after project completion and final acceptance. Contractor will complete and submit the provided Contractor's Request for Payment form, prior to any payment of draw request. Contractor's request for payment shall be accompanied by a breakdown of material and labor associated with that particular request. KEYS does not pay service charges on late payments.

PENALTIES

KEYS reserves the right to increase or decrease quantities shown without penalties.

PERSONNEL

- A. The project supervisor must be capable of communicating fluently in English at all times.
- B. On a project, the foreman must be capable of communicating fluently in English.
- C. All employees of company must be United States Citizens or legally authorized to reside and work in the United States.
- D. KEYS may request at any time throughout the contract the following within eight (8) hours:
 - Proof of citizenship for all employees
 - Proof of employee's salary is at or above state and federal minimum requirements
 - Proof of eligibility to legally work in the United States

POSTPONEMENT OF OPENING

KEYS reserves the right to postpone the date and time last announced for opening Proposals and such postponement may be made at any time prior to the time last announced for opening Proposals. KEYS will give written notice in the form of an Addendum by email to each party to whom Contract Documents have been issued in addition to posting the Addendum on DemandStar, Vendorlink, and Keysenergy.com websites, stating the change in date and time of any such postponement.

PRICES

- A. All prices bid shall be firm unless the conditions of the RFP permit price escalation. If an escalation method or indices are specified, the Bidder shall indicate in its bid the specific items subject to escalation, and shall give the method and indices to be used in computing the amount thereof.
- B. The vendor shall provide the proposal price in U.S. dollars only.

PROPOSAL GUARANTEE

- A. The Proposal Guarantee shall be the cashier's check or Bid Bond required in the Notice to Bidders. A bid bond or cashier's check in lieu of a surety bond in the amount of (five) 5% of the proposal shall be submitted with all proposals. This bid bond requirement is to be used as security and will be returned to bidder after KEYS enters into a Contract with the successful bidder. This (five) 5% shall be based on the total bid price. The bid bond or cashier's check shall be valid for a period of no less than 120 days after bid opening date.
- B. KEYS may reject all Proposals, and in such event, all cashier's checks and Bid Bonds will thereupon be returned to the Bidders.
- C. When a Proposal is accepted, all checks and Bid Bonds will thereupon be returned to the bidders, except for the approved proposal. The cashier's check or Bid Bond of the approved Bidder will be returned after completion of the requirements in the following paragraph.
- D. Within (ten) 10 days after delivery of Notice of Utility Board Approval, or such additional time as is allowed by KEYS, the Bidder shall furnish satisfactory Performance and Payment Bond, Insurance Certificate and Insurance Policies.

PROTESTS

Any bidder who believes he has been aggrieved in connection with the staff recommendation or award of a contract may protest in writing to the KEYS Purchasing Department. The deadline for filing a protest is prior to the commencement of the Utility Board meeting wherein the award is to be considered. It is the responsibility of the bidder to ascertain the bid award information from DemandStar or VendorLink. Protests shall specifically describe the subject matter and facts giving rise to the protest.

PUBLIC RECORDS ACT

Pursuant to F.S. 119.0701 of the Public Records Act, any request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. Contractors is required to comply with public records laws and upon request by the public records custodian, shall provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost not to exceed the cost provided in Ch. 119, F.S. or as otherwise provided by law. A contractor who fails to provide the records to the agency within a reasonable time may be subject to penalties as provided in F.S. 119.10

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**KEYS ENERGY SERVICES
P.O. BOX 6100**

**KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE
(AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT**

**Key West, FL 33041-6100
(305) 295-1067
Gricel Owen
Email: gricel.owen@keysenergy.com**

PUBLIC ENTITY CRIME CLAUSE

Any person submitting a bid or proposal in response to this invitation must execute the enclosed form **FOR 094, SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**, including proper check(s), in the space(s) provided, and enclose it with his bid proposal. If you are submitting as bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copies of the form are executed by them and are included with your bid or proposal. Corrections to the form will not be allowed after the bid or proposal opening time and date. Failure to complete this form may result in immediate disqualification of your bid or proposal.

QUALITY ASSURANCE PROVISIONS

A system of test and inspection shall be used to insure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately.

RELEASE OF LIENS

Contractor is to furnish a release of liens for sub-contractual materials and labor prior to each payment. In addition, contractor is to furnish the standard form of "Statement Concerning Claims."

REJECTION

The Utility Board reserves the right to reject any or all proposals, to waive irregularities and informalities in any or all proposals, and to separately accept or reject any item, items, bid schedule or bid schedules of the proposal which the Utility Board deems to be in the best interest of the Utility Board.

RETAINAGE

A 10% retainage fee will be applied to all payment requests.

SCOPE OF WORK

While KEYS has tried to anticipate all Work required under and during the term of this contract, the parties understand and agree that the Work required herein may require without notice to contractor, the performance of Extra Work or the omission of Work previously required. KEYS may at any time and without notice to contractor, require changes in the scope of Work under this contract as KEYS may find necessary or desirable. Such changes may include the omission of Work previously required.

- A. KEYS shall notify contractor of the change in scope work via Change Order, which shall become part of the Contract Documents. If a Change Order directs Contractor to omit Work, contractor shall refrain from performing it.
- B. Contractor shall perform Extra Work only pursuant to the issuance by KEYS of Change Order. Records of any Extra Work performed by contractor shall be reviewed daily by contractor and KEYS, duplicate copies of accepted records made and signed by both contractor or his representative and KEYS, and one (1) copy retained by each.

SECURITY/BACKGROUND CHECK

KEYS may require successful bidders to supply a complete listing of all individuals that will perform work at the various sites. KEYS may run DMV and mandatory felony and misdemeanor background checks due to security reasons. The successful bidder must expressly agree to the right for KEYS to run the aforementioned checks.

KEYS reserve the right to perform background checks during the entire duration of the contractual agreement. Contractor will advise KEYS immediately of any employee staff changes before they are permitted on-site. Non-compliance of security/background check portion of the bid specifications will result in rejection of the proposal or termination of awarded contractual agreement.

SEVERABILITY

If any of these General Terms & Conditions is determined to be invalid, illegal or enforceable, the remaining provisions of these General Terms & Conditions remain in full force to the extent permitted by law.

SUBCONTRACTORS

Subcontractors will not be permitted. Failure to comply shall entitle KEYS, at its option, to reject the bid and/or contract.

SUBMISSION OF PROPOSAL

It is the sole responsibility of each Bidder to deliver its Proposal to KEYS at the place designated for receiving Proposals and prior to the time for opening Proposals last announced to Bidders. Any Proposal received after the time last announced for opening Proposals may be retained by KEYS or returned to the Bidder, but such Proposal shall be rejected as not responsive.

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

SUPPLY BOND

Within ten (10) days after notification of award of the Contract to Bidder, Bidder shall obtain and provide to KEYS a Supply Bond in favor of, or a Certified Check or Cashier's Check payable to, the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA in an amount not less than 100% of the amount of the total Contract, to secure the awarded Bidder's obligation to provide the goods and materials specified on time and at the cost set forth in the Proposal. Bidder shall maintain such surety in force and effect until such time as all goods and materials are delivered to KEYS. KEYS shall have the right under such surety to recover the difference between the Contract price and any revised pricing in the event Contract prices for any goods and/or materials are not honored, and/or to recover the liquidated damages set forth herein in the event goods and/or materials are not delivered within the time period specified in the Contract. Failure of Bidder to supply such surety within the time specified may result in award revocation. In the event Bidder elects to satisfy this obligation by provision of a Certified Check or Cashier's Check, and Bidder honors the above-listed obligations secured by the surety, KEYS will return or destroy such check, at Bidder's election, within ten days of delivery of all goods and materials as set forth in the proposal

TAX

The prices of materials set forth herein shall not include state sales tax or local option tax. KEYS is generally exempt from state sales tax, (sales tax number 85-8012621609C-2), and local option tax. However; any purchases of materials for construction of new electrical transmission and distribution facilities are subject to state sales tax and local option tax.

TERMINATION OF CONTRACT

When deemed to be in the best interest of KEYS, any awards or contracts resulting from this specification may be cancelled by KEYS by the following means: 1) ten (10)-day written notice with cause; or 2) thirty (30)-day written notice without cause.

WITHDRAWAL OF PROPOSAL

Each Proposal shall constitute an offer to KEYS as outlined therein and shall be irrevocable after the time last announced for opening Proposals. Any Bidder may withdraw its Proposal by giving written notice to KEYS at the place such Proposals are to be received and at any time prior to the time last announced for opening Proposals. After the time last announced for opening Proposals and until execution of the Contract, no Bidder will be permitted to withdraw its Proposal for a period exceeding 120 days after the time last announced for opening Proposals.

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

INSURANCE SECTION

INDEMNITY AND INSURANCE REQUIREMENTS

By the signing of this contract and these indemnity and insurance requirements, the vendor agrees with the provisions shown below.

INDEMNITY

Contractor shall indemnify, defend and hold harmless KEYS and their officers, partners, agents, employees and servants from and against any and all claims, judgments, liens, loss, damage, cost, charge or expense, including defense costs, court costs and attorneys' fees, whether direct or indirect, by reason of liability imposed by law or by bodily injuries, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising out of or in consequence of the performance of the Contract, whether such injuries to or death of persons or damages to property are due or are claimed to be due to operations, errors, omissions, or negligent acts of KEYS or any of their officers, partners, agents, employees or servants, excepting only such injuries or damages as shall have been finally determined to have resulted solely from errors, omissions or negligent acts of KEYS or of their officers, partners, agents, employees or servants or independent contractor directly responsible to KEYS. For this indemnity, the Utility Board of the City of Key West will pay the sum of ten dollars (\$10.00). The bidder shall add this amount (\$10.00) to their base bid proposal, which will be included in payment to firm.

INSURANCE REQUIREMENTS

The insurance provided by the Vendor pursuant to this Contract shall apply on a primary basis and any other insurance provided by KEYS shall be excess of and not contributory to the insurance provided by the Vendor.

During the term of this agreement, except as specifically provided herein, contractor shall provide and maintain, at his sole cost and expense, insurance in the following types and amounts to cover all work under this agreement, including that done by sub-contractors.

The Vendor shall not commence any work on the contract until he has provided KEYS with proof of coverage's required, in the form an original certified Certificate of Insurance properly signed by the authorized agent of the insurance company. The insurance company must be an eligible surplus lines company or a company authorized by the Florida State Department of Insurance to sell the specific insurance required or with respect to Workers' Compensation authorized as a group self-insurer by Florida Statute 440.57. The agent of the insurance company must be licensed to sell the insurance coverage's required under this contract. Without limiting any of the other obligations or liabilities of the Vendor, the following insurance coverage's with indicated limits of liability are mandatory under this contract. Those coverage's with no limits shown are not required.

VENDOR'S ENVIRONMENTAL IMPAIRMENT RESPONSIBILITY

- A. The Vendor acknowledges that the performance of this contract is, or may be, subject to Federal, State, and Local laws and regulations enacted for the purpose of protecting, preserving, or restoring the environment. The Vendor shall, at his sole cost, will be responsible for full compliance with any such laws or regulations.
- B. The Vendor's performance under this contract shall include, but not be limited to:
1. Performance in a manner to minimize disturbance of or damage to the environment.
 2. To the extent caused by the performance of this contract by or on behalf of the Vendor, the clean-up, repair or restoration of the environment to the extent required by any Federal, State, or Local laws or regulations.
- C. The Vendor shall be responsible for any fines, penalties, damage, or assessments made against the Vendor or KEYS resulting from the performance of this contract by or on behalf of the Vendor.
- D. The Vendor's obligation under paragraph B and C above shall survive the contract and shall not be limited in any manner by acceptances of final payments.

WORKERS COMPENSATION--EMPLOYER'S LIABILITY INSURANCE

Shall provide benefits consistent that will respond to all benefits as prescribed by Florida Statutes. To include employers Liability Insurance shall be provided in accordance with statutes of the Florida Workers Compensation Act, Federal Employers Liability Act and any other applicable federal or state laws. Customarily provided under the standard Workers Compensation Policy shall provide the following limits:

- Each Accident \$ 1,000,000.00
- Disease-Policy Limit \$ 1,000,000.00
- Disease-Each Employee \$ 1,000,000.00

COMMERCIAL GENERAL LIABILITY INSURANCE

This insurance shall cover those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form as published by the Insurance Services Office (ISO) as filed for use in Florida without the attachment of restrictive endorsements other than the elimination of medical payments and fire damage legal liability.

General Aggregate	\$ 2,000,000.00
Limit of Insurance per project	
Products/Completed Operation (Coverage for 3 yrs. after contract completion)	\$ 2,000,000.00
Personal & Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

BUSINESS AUTOMOBILE POLICY

This insurance shall cover those sources of liability which would be covered by Part IV of the latest edition of the standard business auto policy form (ISO) as filed for use in Florida without attachments of restrictive endorsements. Coverage's shall include owned, non-owned, and hired autos.

The policy shall be endorsed to include coverage as required by Section 29 and 30 of the Motor Carrier Act of 1980 (MCS 90).

Each Occurrence Bodily Injury and Property Damage Liability Combined \$ 1,000,000.00

ADDITIONAL INSURED

The Utility Board of the City of Key West shall be included as an additional insured for Comprehensive General Liability Form (ISO).

WAIVER OF SUBROGATION

Contractor's Workers Compensation and Commercial General Liability insurance shall include a Waiver of Transfer of RIGHTS OF Recovery against others to KEYS (ISO Form). The Utility Board of the City of Key West must be named in the schedule for the specific project involved.

PROFESSIONAL LIABILITY

This insurance shall be written on an occurrence type policy and shall protect the Contractor and the KEYS against any damages caused by an error, omission or any negligent acts. Limits of not less than \$2 million combined single limit per occurrence / \$4 million general annual aggregate shall be provided.

**KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE
(AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT**

BIDDER'S STATEMENT

In consideration of this contract, if awarded, the Vendor agrees without reservation to KEYS' Terms & Conditions, Indemnification Clause, and insurance clause herein. The signing of this statement confirms the Vendor's acceptance, which will become a part of the contract.

DATE: _____

FIRM NAME: _____ EMAIL: _____

SUBMITTED BY: _____
Print Name & Title

SIGNATURE: _____

WITNESS: _____

**NOTICE: THIS SIGNATURE PERTAINS TO THE ACKNOWLEDGEMENT AND
ACCEPTANCE OF THE ENTIRE TERMS & CONDITIONS. ANY EXCEPTIONS TO
THIS AGREEMENT SHOULD BE NOTED SEPARATELY.**

**FAILURE TO COMPLETE ABOVE NOTED DOCUMENT WILL RESULT IN
NON-COMPLIANCE WITH THESE SPECIFICATIONS.**

Keys Energy Services
Safety Compliance Affidavit

Keys Energy Services [KEYS] requires all Contractors to follow the American Public Power Association (APPA) Safety Manual while working for KEYS on all projects.

It is solely contractor's Responsibility to:

1. Obtain the latest edition of the APPA Safety Manual at their expense from the American Public Power Association (<http://www.publicpower.org/Topics/Landing.cfm?ItemNumber=38512>)
2. Comply to the required safety protocols described in the APPA Safety Manual – for contractor's employees and sub-contractors;
3. Appoint a qualified employee who is authorized to monitor, supervise and ensure compliance to APPA Safety Manual's protocols on the job site and
4. Do whatever is necessary for safety compliance and be solely and completely responsible for conditions of the job site, including safety of all persons and property during the project's duration.

It is not the responsibility of KEYS to review or police contractor's implementation of the APPA Safety Manual's protocols.

As the person authorized to sign this affidavit, I certify that this firm understands and will fully comply with the above requirements.

Company Name: _____

Representative's Printed Name: _____

Representative's Signature: _____

Date Signed: _____

**KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE
(AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT**

DRUG-FREE WORKPLACE STATEMENT

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statutes Section 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Print Name _____

Vendor's Signature _____

Date: _____

**KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE
(AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT**

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

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

1. This sworn statement is submitted to _____
(print name of public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing sworn statement: _____

2. 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. 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 or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. 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, employee, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means:

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

- a. any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
 - b. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with the convicted of a public entity crime subsequent to July 1, 1989.
- _____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of public entity crime subsequent to July 1, 1989.
- _____The entity submitting this sworn statement, or one or more of its officers, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer, determined that is was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDE IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF _____

_____ (Signature) _____ (Date)

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____ of 20_____.

NOTARY PUBLIC
My Commission Expires:

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

PAYMENT PROCEDURES & RELATED FORMS

Payments:

Contractor is required to submit the following documents:

- Breakdown of Material and Labor
- "Contractor's Request For Payment"
- "Sworn Statement Concerning Claims"
- "Release Of Lien"

"Contractor's Affidavit and Request for Payment"

Complete this form for work completed to date. Attach appropriate documentation to support this request. Retainage of not less than 10% will be deducted until final inspection by KEYS has been completed and all items are satisfactory. It must be signed by a corporate official and be notarized and signed by the notary.

"Sworn Statement Concerning Claims"

The prime contractor must complete this form for each sub-contractor. This must be done each time a request for payment is made. It must be signed by a corporate official, contain the raised corporate seal, be notarized and signed by the notary.

"Release Of Lien"

The prime contractor is responsible for obtaining and forwarding a release of lien for every sub-contractor on the job, which is to be submitted with each invoice. This is only required when there is a sub-contractor. The release of lien must be unconditional and must contain a date from the sub-contractor, which coincides with the date of the payment request. It must be signed by a corporate official, contain the raised corporate seal, be notarized and signed by the notary.

Final Payments:

Contractor is required to submit the following documents:

- Breakdown of Material and Labor
- "Contractor's Request For Payment"
- "Sworn Statement Concerning Claims"
- "Final Release Of Lien"
- "Contractor's Affidavit Of Contract Completion"

"Contractor's Affidavit and Request for Payment"

Complete this form. Attach appropriate documentation to support this request.

"Final Release Of Lien"

The prime contractor is responsible for obtaining and forwarding a final release of lien for every sub-contractor on the job, which is to be submitted with each invoice. This is only required when there is a sub-contractor. The release of lien must be unconditional. It must be signed by a corporate official, contain the raised corporate seal, be notarized and signed by the notary.

"Contractor's Affidavit Of Contract Completion"

The prime contractor must complete this form. It must be signed by a corporate official, contain the raised corporate seal, be notarized and signed by the notary.

A sample of each of these forms follows.

Each payment request packet is sent to accounts.payable@keysenergy.com for processing.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO Accounts Payable
 Keys Energy Services
accounts.payable@keysenergy.com

BID NO. _____
CONTRACT NO. _____
PROJECT TITLE _____
PURCHASE ORDER NO. _____
APPLICATION NO. _____
WORK PERIOD _____
INVOICE DATE _____

FROM *Contractor Name*
Contractor Address
Contractor City, State Zip
Contractor Number and Email

CONTRACTOR'S APPLICATION FOR PAYMENT

- | | | |
|---|---|-------|
| 1 | Original Contract Total | _____ |
| 2 | Total of Change Orders to Date | _____ |
| 3 | Contract Total (line 1 +2) | _____ |
| 4 | Total Amount Completed to Date | _____ |
| 5 | Retainage (10% of line 4) | _____ |
| 6 | Total Earned less Retainage (line 4 - line 5) | _____ |
| 7 | Less Previous Payment Requests (line 6 from previous payment request) | _____ |
| 8 | Current Payment Due | _____ |
| 9 | Balance to Finish, Plus Retainage (line 3 - line 6) | _____ |

We hereby represent that the above contractor's request is a true estimate of work completed under the above contract to date and hereby release KEYS from any claims for materials or labor furnished or expense incurred to date which is not included in requests and payment to date, except for integrated units of construction partially completed for which no request for payment has been made.

Signature _____

Printed Name, Title _____

Date _____

FOR KEYS USE ONLY

Notice to Owner received? _____

Release of Lien received, if applicable? _____

Sworn Statement Concerning Claims received? _____

Contractor's Affidavit of Completion received, if applicable? _____

Quantities Verified? _____

Price Verified? _____

Release Retainage, if applicable? _____

 Purchasing Supervisor, Date

 Project Manager, Date

Routing: Contractor > Accounts Payable > Purchasing > KEYS Project Manager > Accounts Payable

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
SWORN STATEMENT CONCERNING CLAIMS

PROJECT AND TITLE: _____

SUB -CONTRACTOR: _____

CONTRACT FOR: _____

CONTRACT DATE: _____ CONTRACT AMOUNT: \$ _____

To: Utility Board of the City of Key West ("Keys Energy Services")

Post Office Box 6100

Key West, Florida 33041

In response to your demand, the undersigned contractor or material man _____
_____ submits the following statement of account for:

(Sub Contractor Name) _____

Labor performed to date consists of the following: _____
_____.

Material furnished to date consists of the following: _____
_____.

Labor still to be performed consists of the following: _____
_____.

Material still to be furnished consists of the following: _____
_____.

Amount paid on account to date: \$ _____, Amount now due: \$ _____,

Amount to become due: \$ _____.

[Signature]

[Date]

The State of _____

County of _____

_____, being first duly sworn, deposes and states that _____ [he or she] is the lien holder named in the forgoing statement of account; that _____ [he or she] has read the statement of account and has knowledge of its contents; that the statements contained in the statement of account are true; and that the sum of \$ _____ as set forth in the statement of account is due and owing to lien holder.

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.

(Notary Public)

Print Name: _____

My Commission Expires: _____

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
CONDITIONAL RELEASE OF LIEN

PROJECT AND TITLE: _____

SUB -CONTRACTOR: _____

CONTRACT FOR: _____

CONTRACT DATE: _____ CONTRACT AMOUNT: \$ _____

To: Utility Board of the City of Key West ("Keys Energy Services")

Post Office Box 6100

Key West, Florida 33041

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, upon future payment of the sum \$ _____ and _____ (\$ _____) paid by _____ the prime contractor, will be deemed to have fully released and quit claimed to The Utility Board of the City of Key West, the KEYS, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the project on account of labor performed and/or material furnished by the undersigned in the construction of said project through _____.

In witness whereof, I have hereunto set my seal this _____ day of _____, 20____.

Witness:

_____ (SEAL)

_____ by _____

The State of _____

County of _____

_____, being first duly sworn, deposes and states that _____ [he or she] is the lien holder named in the forgoing statement of account; that _____ [he or she] has read the statement of account and has knowledge of its contents; that the statements contained in the statement of account are true; and that the sum of \$ _____ as set forth in the statement of account is due and owing to lien holder.

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.

(Notary Public)

Print Name: _____

My Commission Expires: _____

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
RELEASE OF LIEN

PROJECT AND TITLE: _____

SUB -CONTRACTOR: _____

CONTRACT FOR: _____

CONTRACT DATE: _____ CONTRACT AMOUNT: \$ _____

To: Utility Board of the City of Key West ("Keys Energy Services")
Post Office Box 6100 Key West, Florida 33041

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of payment of the sum \$ _____ and _____ (\$ _____) paid by _____ the prime contractor, receipt of which is hereby acknowledged, hereby releases and quit claims to The Utility Board of the City of Key West, the KEYS, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the project on account of labor performed and/or material furnished by the undersigned in the construction of said project have been fully paid for.

In witness whereof, I have hereunto set my seal this _____ day of _____, 20____.
Witness:

by _____ (SEAL)

The State of _____
County of _____

_____, being first duly sworn, deposes and states that _____ [he or she] is the lien holder named in the forgoing statement of account; that _____ [he or she] has read the statement of account and has knowledge of its contents; that the statements contained in the statement of account are true; and that the sum of \$ _____ as set forth in the statement of account is due and owing to lien holder.

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.

(Notary Public)
Print Name: _____
My Commission Expires: _____

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
****FINAL** RELEASE OF LIEN**

PROJECT AND TITLE: _____

SUB -CONTRACTOR: _____

CONTRACT FOR: _____

CONTRACT DATE: _____ CONTRACT AMOUNT: \$ _____

To: Utility Board of the City of Key West ("Keys Energy Services")

Post Office Box 6100

Key West, Florida 33041

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of payment of the sum \$ _____ and _____ (\$ _____) paid by _____ the prime contractor, receipt of which is hereby acknowledged, hereby releases and quit claims to The Utility Board of the City of Key West, the KEYS, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the project on account of labor performed and/or material furnished by the undersigned in the construction of said project have been fully paid for.

In witness whereof, I have hereunto set my seal this _____ day of _____, 20____.
Witness:

_____ (SEAL)

by _____

The State of _____

County of _____

_____, being first duly sworn, deposes and states that _____ [he or she] is the lien holder named in the forgoing statement of account; that _____ [he or she] has read the statement of account and has knowledge of its contents; that the statements contained in the statement of account are true; and that the sum of \$ _____ as set forth in the statement of account is due and owing to lien holder.

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.

(Notary Public)

Print Name: _____

My Commission Expires: _____

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

**UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
KEYS ENERGY SERVICES**

CONTRACTOR'S AFFIDAVIT OF CONTRACT COMPLETION

PROJECT AND TITLE: _____

CONTRACTOR: _____

CONTRACT FOR: _____

CONTRACT DATE: _____ CONTRACT AMOUNT: _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named Contract and all amendments thereto have been completed in accordance with the requirements of said Contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Contract; that all Workmen's Compensation claims are covered by Workmen's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that contractor shall save, protect, defend, indemnify and hold the KEYSs harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said Contract.

CONTRACTOR:

_____ (SEAL)

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me this _____ day of _____ 20____, _____ known (or made known) to me to be the:

(Partner) (Corporate Officer-Title)

(Name of Contractor(s))

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.

(Notary Public)

Print Name: _____

My Commission Expires: _____

Per attached Sworn Statement(s) Concerning Claims

KEYS BID 03-22 SPECIFICATIONS FOR ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION AND DEPLOYMENT CONSULTANT

Proposal Page

(Please type or print all information)

Pursuant to and in compliance with your advertisement for bids and other contract documents relating thereto, the undersigned bidder, having familiarized himself with the terms and conditions affecting the performance of the contract contained in the specifications, hereby proposes and agrees to perform within the contract documents, schedules, and specifications for the following amounts.

Description	Total Not to Exceed Priceⁱ
Phase 1 - Planning	\$
Phase 2 – Vendor Selection	\$
Phase 3 - Implementation	\$
Indemnity Fee	\$ 10.00
Total Not to Exceed Cost	\$

Company: _____

Contact Person: _____

Telephone: _____

Email: _____

Address: _____

Subcontractor: _____

Submitted by: _____

(Signature and Print Name)

Bid Bond Enclosed (Yes / No) or Cashier's Check: \$ _____

KEYS reserves the right to accept and/or reject any proposal or any portion of a proposal. Bidder shall submit with the proposal any constraints, if any.

ⁱ Detailed pricing and payment schedule to be included in the vendor proposal