

# KEYS BID 22-22 SPECIFICATIONS FOR POLE INSPECTIONS

## 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, August 26, 2022** for:

### KEYS BID 22-22 SPECIFICATIONS FOR POLE INSPECTIONS

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](http://www.myvendorlink.com) or [www.DemandStar.com](http://www.DemandStar.com). Registered vendors will be notified automatically of all Requests for Proposals. You may also visit [www.KeysEnergy.com](http://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 22-22  
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](mailto:purchasing@keysenergy.com) no later than **Friday, August 12, 2022 at noon**. Any questions received after noon on August 12, 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, August 26, 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.



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Tyler Randolph, Purchasing Supervisor

## **GENERAL**

Keys Energy Services (KEYS) is a municipal electric utility supplying power to residents of the lower Florida Keys. KEYS is located in the extreme southern tip of peninsular Florida, situated in Monroe County, Florida, primarily 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 at 1001 James Street, 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.

## **SPECIFICATIONS**

### **1.0 General Pole Testing Specifications**

#### **1.1 Scope**

This specification is the basis for the visual inspection of KEYS poles and supplemental sounding and boring of wood poles in approximately 50% of KEYS service area. The inspection shall consist of taking a photograph of the pole, noting third party attachments, and whether there is an adjacent topped pole with or without attachments. Any wood poles will be visually inspected, sounded and bored. Results of inspections will be provided to KEYS in an electronic format.

#### **2.0 Contractor Requirements**

The Contractor shall furnish all supervision, labor, tools, equipment, and material necessary, or required for the evaluation, inspection, and reporting of the Owner's poles as identified. Owner will furnish copies of this specification and necessary maps and/or data showing locations of poles, which are the subject for this inspection. Each Contractor work crew shall have an iOS device on which KEYS shall install their Partner program. The iOS device shall have remote internet access and GPS capability. Partner shall be used to identify and verify the KEYS pole number.

#### **2.1 Contractor Personnel Qualifications**

**2.1.1** All pole inspectors shall be professional pole inspectors with at least six (6) months experience in pole inspecting, and if requested, be able to pass a demonstration test to the satisfaction of the Owner.

**2.1.2** The Owner reserves the right to ask for evidence of previous experience and training in the form of letters of reference and test results. Personnel are subject to approval by the Owner before awarding the contract or at any time thereafter.

**2.1.3** All Contractor employees shall wear as a minimum a T-shirt with the Contractor's company name and logo, long pants and work boots. The work shirts shall not be tank tops nor have the sleeves cut out of them. Any Contractor employee not complying with this requirement shall be prohibited from further work until they comply. Repeated offenses shall prohibit the employee from working in KEYS service area. All Contractor vehicles shall properly be identified by Company's name and Logo. Each employee shall have a pictured identification card displayed

on his/her person while working in KEYS service area. The identification card shall include Contractor's logo, phone number, employee's name, and photograph.

### **2.2 Workmanship and Damages**

All work shall be in accordance with good workmanship standards and shall be in accordance with this specification and all applicable Federal and State regulations. The Contractor shall exercise care at all times to prevent injury to any persons and to prevent damage to any property during performance of the work.

The Owner considers work not in accordance with this specification of work, not in accordance with State or Federal regulations, unskilled or careless work, to be sufficient reason to order the Contractor to stop work. Work will not be allowed to resume until deficiencies are corrected.

### **2.3 Quality Control**

#### **2.3.1 Quality Control Inspection**

A quality control inspection shall be performed per a week's work but not to exceed two (2) weeks previous work. The Contractor's Supervisor and the Owners' Representative will conduct the quality control when both are available. The quality control inspection shall consist of the partial to complete re-inspection of those poles selected by the Owner's representative to compare the results against the inspection report. The re-inspection shall include, but not limited to, re-excavation and ground restoration. At least 3 poles will be selected for each quality control inspection. Owner shall receive a copy of the quality control field report.

#### **2.3.2 Discrepancies and Corrective Action**

Serious errors will be brought to the attention of the Contractor. Corrective action, reasonably satisfactory to the Owner, must be taken by the Contractor to remedy the situation before the next quality control check. The corrective action may include, but not limited to re-working each pole back to the previous satisfactory quality control inspection report.

### **2.4 Definitions for Inspection Categories**

#### **2.4.1 Visual Inspection**

The visual inspection shall consist of taking a photograph of the pole, noting third party attachments, and whether there is an adjacent topped pole. Location of third party attachments shall be noted (i.e. Note which pole the third party is attached to).

#### **2.4.2 Reported Pole (Visual Inspection)**

Reported Pole is any pole that is judged unserviceable prior to excavation (per Section 3.3) or any pole which is determined by Contractor's reasonable opinion to be inaccessible.

#### **2.4.3 Sounding and Boring**

Poles must be sounded from below ground line to a minimum of six feet above the ground line. Sounding shall be done on all four sides of the pole to locate exterior decay or interior pockets of decay.

Inspector shall bore pole to detect interior decay. If there is evidence of possible interior voids or rot, at least one boring shall be made where a void is indicated.

If rot or voids are detected, several borings shall be made per rot or void location and a shell gauge shall be used to determine the extent of all voids or rot. In any event, at least two borings shall be made at the ground line to check for rot.

Poles set in concrete or pavement shall be bored at least twice at opposite sides at the ground line down at a 45 degree angle into the pole and the boring sample checked for rot or voids. Afterwards, all holes shall be plugged with treated dowels.

### **2.4.4 Rejected Pole**

The Contractor is responsible for determining when a pole shall be deemed a reject. A reject pole is any pole designated by the contractor upon inspection, which is found deteriorated below the required minimum as indicated on Circumference Tables 1 and 2 provided in the attachment section herein. Poles shall also be classified as sound and bore rejects or visual rejects in accordance with Section 3.3.

### **2.4.5 Priority Reject Pole**

A pole that is in need of immediate attention (replacement) usually has average shell rot of one inch or more, or less than one third of its original circumference. The location of priority poles will be reported to the Owner's representative daily.

## **3.0 Pole Inspection Procedure**

### **3.1 General**

#### **3.1.1 Preparation**

When work is to be done in close proximity to a home, the property owner should be notified as to what is being accomplished. Light brush will be removed from around the pole to allow for proper excavation, inspection unless property owner denies permission for removal. Denial will be indicated in the remarks on the pole report. If permission for excavation is denied, the pole will be sounded and bored, providing the pole is serviceable. Contractor will not inspect or perform work on a pole inaccessible by acts of God or by any causes beyond the control of the Contractor. Reason for the lack of inspection will be noted in the pole report.

#### **3.1.2 Work Schedule**

Contractor must supply a schedule outlining the number of crews proposed to complete work along with start dates and completion dates. The work hours shall be 8 a.m to 7 p.m Monday – Saturday.

### **3.2 Visual Inspection and Testing**

**3.2.1** A visual inspection shall be performed on all poles inside the limits of the City of Key West, Florida, and between Keys West and Shark Key, including Shark Key.

**3.2.2** A photograph of the shall be taken of the pole.

**3.2.3** The quantity and owner of third party attachments shall be noted.

**3.2.4** If there is an adjacent topped pole, and if so the quantity and owner of any third party attachments, if any.

**3.2.5** Wood poles shall include both visual inspection of and testing.

**3.3 Above Ground Inspection (Wood Poles)**

A visual inspection of all poles shall be made from the ground line to the top of the pole before any other inspection. The visual inspection shall include: type of wood, original treatment, circumference, height, and any obvious visible defects will be noted: woodpecker holes, split tops, decayed tops, broken insulators, rotten/broken cross arms, and slack/broken guywires, broken insulators, leaking transformers, abandoned poles etc. If the pole is obviously not suited for continued service due to serious defects, it shall either. 1) Not be tested further, reported and marked as a reject on the inspection report or 2) the pole may be sound and bored to determine whether or not it is a priority pole and be reported on the inspection report as a sound and bored reject.

**3.4 Excavation (Wood Poles)**

Earth shall be removed from the entire circumference of the pole to a minimum depth of 18 inches below ground line. Width of the hole shall be 4 inches clearance from the pole surface at the bottom and 10 inches at the ground line.

If there are riser shields or a number of cable risers on a pole, it shall be excavated in such a manner as to permit inspection of the pole as much as possible without damage to cables.

In case that it should not be possible to excavate at least 75% of the way around the pole, the area excavated and the pole shall be sounded, bored

For excavation in lawns, sod grass areas or flower gardens, care will be taken to keep surrounding area as clean as possible. The sod around pole shall be carefully cut and neatly stacked. Tarpaulins or ground cloths shall be used whenever possible to minimize the possibility of any property damage and to aide in the tracking of excavated holes.

**4.1 Determining Remaining Strength and Reject Criteria**

Contractor is to define the data that is collected and explain how the data is processed to evaluate remaining pole strength. Contractor will further explain criteria used to determine whether a pole is serviceable or a reject.

This procedure should include measuring all decay, insect, and mechanical damage in the ground-line zone. The remaining sound circumference (after removing shell rot) measured and then entered into the data collection software of the mobile computer. Exposed Pockets, Enclosed Pockets and Mechanical Damage include more precision in reference the orientation from the line of lead. The handheld computing software determines the remaining bending strength by calculating the remaining section modulus and displaying the remaining strength as a percent of the original strength.

It is expected to have the remaining pole strength quantified as a percent of the original pole capacity so that more effective prioritization can be accomplished.

**4.2 Pole Loading Estimates**

Contractor shall provide pole loading assessments on all distribution poles with third party attachments exceeding one-half inch diameter, but no secondary-only or service poles identified by KEYS to determine whether a pole has sufficient

strength remaining to adequately support the attached facilities while maintaining applicable code requirements. Pole loading assessment shall also indicate whether the pole failed the strength requirements before or after the third party, attachment was included in the wind loading calculations. Contractor shall define the data collected and explain the assessment process. The loading calculations will be based on the latest edition of NESC for Light Loading District, and NESC Construction Grade "C". The load calculations shall be submitted in an electronic format.

Completing a pole loading analysis provides additional information for more accurate determination about serviceability. In many cases, poles will be less than fully loaded. In some of those cases, poles with enough loss of strength to be rejected when full load is assumed can remain safely in service because they still exceed code requirements. The loading analysis may find a small percentage of poles that are overloaded and this will help direct any follow up actions and reporting functions.

**4.3 Pole Attachment Inventory** Contractor shall provide pole attachment inventory on all distribution and/or transmission poles with third party attachments as specified below.

1. Survey the list of poles provided
  - a. Provide a count of all poles with Telco attachments.
  - b. Provide a count of all poles with CATV attachments.
  - c. Provide a list and count of any unknown foreign attachments to poles.
2. Identify locations where obvious NESC violations exist, including ownership of attachments in violation and type of violation.
3. Denote locations where transfers are needed, including name of all parties and the order in which transfers need to be made.
4. Denote locations where poles are ready for removal.

## **5 Restoration of Work Site**

### **5.1 Backfilling**

After excavation all poles will be solidly back filled. The first of excavation will be backed filled and tamped completely around the pole by walking on the replaced excavation, the second half back filled and tamped completely around the pole. The excess earth should be banked up to a maximum of 3 inches above normal ground level to allow for settlement. In grass areas, the sod shall be carefully placed around the pole. Rocks or stones should not be laid except where they serve to key the pole or where no other fill is available.

### **5.2 Clean up**

All debris, loose soil, etc., shall be removed from the work area and disposed of by the Contractor. Private property turf, including that between curb and sidewalk, bushes, and plants, and shrubbery are to be replaced with care.

## **6 Pole Marking**

### **6.1 Tagging**

All poles inspected shall be marked with a weatherproof tag identifying the work performed, the Contractor name and date in a fashion similar to the designations shown

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in the following example drawings. The tagging scheme used by the Contractor must be shown to KEYS representative and approved before it is used.

Tags shall be supplied by the Contractor and placed approximately 5 to 6 feet above ground line on the roadside of the pole. If inspecting or a pole that was previously inspected or treated, attach the tag directly below the existing tag(s).

The following are illustrations examples of various types of tags used along with an explanation as to when they are used.

**Examples Inspection Tags**

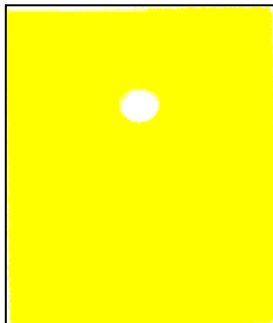


This tag is an **example** of a contractor's tag. This round tag represents an inspection via a full 18" dig. The tag should incorporate the contractor's name and the year they performed the work.



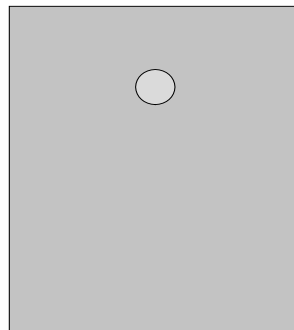
This tag is an **example** of a contractor's tag. This oval tag is to be used whenever any inspection aside from a full excavate takes place. This will include "Sound and Bore", "Sound Only", "Sound and Select Bore" etc inspections. The tag should incorporate the contractor's name and the year they performed the work.

**REJECT TAGS**

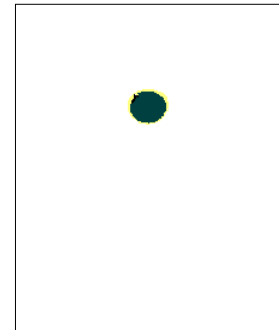


**Yellow**

One yellow reject tag is used to denote the Pole is a restorable reject.

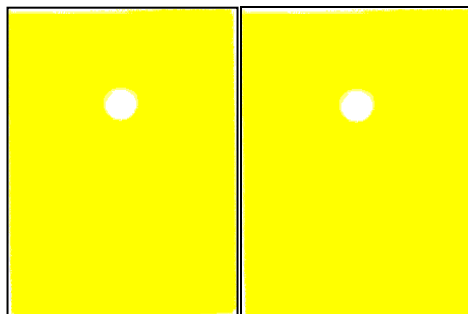


**Silver**



**White**

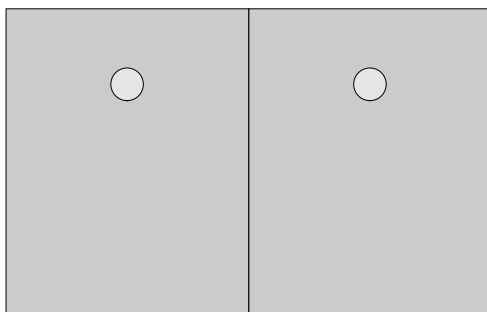
One white or silver tag is used to denote that a pole is a non-restorable reject.





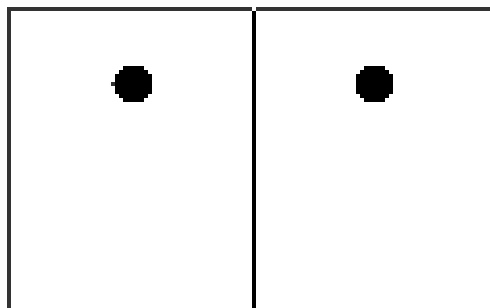
**Yellow**

Two yellow tags are used to denote a Danger or Priority pole that is restorable.  
This may vary by Contractor.



**Silver**

OR



**White**

Two white or silver tags are used to denote a Danger or Priority pole that is not restorable. This may vary by Contractor.

**7 Pole Inspection Data Collection and Delivery Report Records**

KEYS will be responsible for furnishing the Contractor with maps and data in an electronic format, for all poles which are to be inspected and treated under this contract. The electronic information will be provided in Arc Map or ESRI geo-database. All information, reports, and invoices are to be delivered to the designated contract administrator.

**7.1 Data Collection**

Field data shall be supplied to KEYS at least weekly. The data will be delivered in a geospatial software application that provides information and support for decision making to coordinate lower cost repair, replacement or maintenance activities. The deliverable should include a map view of pole locations along with the ability to query the data and generate reports. The geospatial software application shall also be capable of exporting an Access database for use by KEYS. The Contractor shall supply the data to KEYS in a mutually agreed upon format.

**7.2 Data Requirements**

The Contractor will digitally capture and deliver pole attribute and condition information as part of this project. The Contractor also will place pole locations relative to the specified land base while in the field. The inspection data will be delivered with the land base in a geospatial display for viewing, as well as querying the results of the inspections.

The following information shall be provided by the Contractor. This information shall be recorded daily and submitted to KEYS weekly. Reports shall be submitted by each crew. Computerized pole reports shall provide individual pole information for all poles inspected during the week by an individual inspector. It shall be provided no more than one week after the work is performed. Each summary report shall report the previous week data and all previous inspections data within the same year.

All information listed below shall be contained in the report:

**Heading** - Each report sheet shall have the information listed below in the heading

<b>Utility Name</b>	<b>Quadrant</b>
Contractor's Name	Line/Map number
Inspector Name	Page Number
Supervisor Name	Date of Work

**Report Content** - Include pole categories listed below

1. Total Poles Inspected
2. Excavated
  - a. no Decay Found
  - b. Decay Found
  - c. Reject
3. Not Excavated
  - a. Sound & Bore no Decay
  - b. Sound & Bore with Decay
  - c. Sound & Bore Reject
  - d. Visual Report
  - e. Visual Reject
4. Total Rejected Poles
  - a. Total Priority Rejected Poles
  - b. Non-Restorable
5. Ground wire repair
6. Poles with Decayed Top
7. Poles with broken or defective ground wire
8. Poles with woodpecker holes
9. Poles with broken or defective KEYS guy wire
10. Poles with split tops
11. Poles with mechanical damage above ground line
12. Pole and class size
13. Down guy guard replaced
14. Poles with broken or defective AT&T and Comcast down guy attachment

### **7.3 Electronic Data Management Software**

The Contractor shall provide and maintain support for a software application capable of using ESRI geo-database information input and managing all inspection criteria and all pole category inspection data.

The Contractor will be required to demonstrate a successful history in completing similar field projects in electronic format. The Contractor will include, in the quoted price, all required hardware, software, setup services, field services, data processing, project management, data deliverables and customer support necessary to fulfill the outlined project requirements.

The Contractor will capture a digital photograph and deliver pole attribute and condition information (including the specification of non-reinforceable rejects) as part of this project including GPS coordinates. The Contractor also will place pole locations relative to the

specified land base while in the field. The inspection data will be delivered with the land base in a geospatial display for viewing, with the ability to query the results of the inspection data and to export the data to an Access database or Excel spreadsheet.

Data will be delivered in a geospatial software application that provides the following capabilities:

- Integrated display of pole position on the land base and inspection results
- Queries of the inspection and maintenance data
- View and manipulate digital images
- Report generation
- User-friendly integration with email
- Export of data in an Access database format
- Copy map views to other documents
- Plotting of map display
- Data loaders to streamline the installation process of incremental data deliveries
- Compatibility with industry standard Windows operating systems

### **7.4 Software Capabilities**

Software Capabilities must be extendable and scalable by allowing for the following extra cost upgrades:

- Multiple users
- Network/Server configurations for multiple users
- Editing of data for record maintenance
- Data migration to specified target systems
- Additional data collection applications

The software shall be capable of sorting all pole categories and producing reports, which can be viewed and printed within the software.

### **7.5 Software Support**

The Contractor shall offer support to KEYS on all software.

### **7.6 Weekly Inspection Report**

This report shall summarize an inspector's work for a specific week. It shall provide all category information listed in section 7.2: the total quantity, percentage, and total cost by category as well as the average unit price. It shall be attached to each POLE INSPECTION DETAIL REPORT each week.

**Computerized Records** – Computerized records are required through field data entry on hand-held computer. Requirements are as follows:

1. One electronic copy provided by delivery via share drive, or USB jump drive, to include inspection area, per area per week.
2. One electronic copy provided by delivery via share drive, or USB jump drive, to include rejected poles for replacement, per area per week.
3. One electronic copy provided by delivery using a share drive, or USB jump drive, to include rejected poles for reinforcement, per area per week.
4. One electronic copy provided by delivery using a share drive, or USB jump drive, to update database in Microsoft Excel format each month, to include all reports.

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Field data shall be supplied to KEYS on a timely basis. The data will be delivered in a geospatial software application that provides information and support for decision making to coordinate lower cost repair, replacement or maintenance activities. The deliverable should include a map view of pole locations along with the ability to query the data and generate reports. The geospatial software application shall also be capable of printing all summary reports by specified date range and pole category prompts, exporting to an Excel or Access database for use. The data shall be supplied by Contractor to KEYS electronically or another format as agreed upon.

All topics represented in the specifications for inspection and treatment and any conditions of interest noticed during the visual inspection shall be provided in the electronically collected data.

### 7.7 Ownership

KEYS shall retain ownership of all data.

### **PROPOSAL CONTENTS & EVALUATION**

The proposal should include a description of the firm’s capabilities and experience with providing the requested services, including a description of any special qualifications which are indicative of working familiarity with similar projects.

The proposals will be evaluated by a review team. The evaluation criteria will include a variety of considerations, including, but not limited to:

- a. Experience with similar projects
- b. Range and suitability of services provided
- c. Project management approach
- d. Pricing
- e. References
- f. Overall Schedule

The bid will be awarded to the best and most responsive bidder. Bids will be evaluated by a team of KEYS employees in accordance with the bid evaluation matrix listed below.

<b>Bid Evaluation Matrix</b>					
<b>Criteria</b>	<b>Rating Scale of 1-5</b>	<b>Weighted Value of Rating</b>	<b>Total Weighted Score</b>	<b>Comments</b>	
<b>References</b>	3 References provided	15%			
<b>Price</b>	Lowest Cost	40%			
<b>Experience</b>	Qualified Personnel to perform the inspection and review	10%			
<b>Schedule</b>	Schedule submitted, estimated time to test	10%			
<b>Similar Projects</b>	List of inspection job and amount of poles tested	25%			
<b>Total</b>		100%			

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## **ATTACHMENTS**

**Table 1** Average Ground Line Circumference  
For New Poles by Height/Class

	<b>Class</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
	<b>30'</b>	37	34	32	30	28	25
<b>H</b>	<b>35'</b>	39	37	34	32	29	27
<b>E</b>	<b>40'</b>	41	39	36	34	31	29
<b>I</b>	<b>45'</b>	43	40	37	35	32	30
<b>G</b>	<b>50'</b>	45	42	39	36	34	--
<b>H</b>	<b>55'</b>	46	43	40	38	--	--
<b>T</b>	<b>60'</b>	47	44	41	38	--	--

**Table 2** Minimum Ground Line  
Circumference in Inches  
For a Safety Factor of 2.65

	<b>Class</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
	<b>30'</b>	33	31	29	27	25	23
<b>H</b>	<b>35'</b>	35	33	31	29	26	25
<b>E</b>	<b>40'</b>	37	35	33	30	28	26
<b>I</b>	<b>45'</b>	39	37	34	32	29	27
<b>G</b>	<b>50'</b>	41	38	35	33	31	--
<b>H</b>	<b>55'</b>	42	39	36	34	--	--
<b>T</b>	<b>60'</b>	43	40	38	35	--	--

## **BID SUBMITTAL**

Proposals shall be submitted electronically via VendorLink or DemandStar prior to the opening date and time. Emailed proposals will not be accepted. Should a vendor not be able to submit via VendorLink or DemandStar, paper submittals will be accepted. Paper submittals must be received prior to the opening date and time in order to be considered.

Bid bonds and/or cashier's checks must be sent via **FedEx or UPS only** to:

Keys Energy Services  
Bid Opening Committee  
6900 Front Street Extended  
Key West, Florida 33040

Bidders must submit the following to be found responsive:

1. Bid Bond or Cashier's Check for 5% of Total
2. Proposal Pages
3. Bidder's Statement
4. Public Entity Crimes Sworn Statement
5. Drug-Free Workplace Statement
6. Safety Compliance Affidavit

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7. Insurance Agent's Statement
8. 3 References
9. Schedule

## **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, FLORIDA 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](mailto:Tyler.Randolph@keysenergy.com) or [purchasing@keysenergy.com](mailto:purchasing@keysenergy.com).

### **CONTRACT DURATION**

The duration of the base contract shall be from the date of execution by the Utility Board through December 31, 2023. KEYS reserve the right to cancel this contract without cause with 30 days written notice and with cause within 10 days.

### **CONTRACT CHANGES**

## KEYS BID 22-22 SPECIFICATIONS FOR POLE INSPECTIONS

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.

### **CONTRACTOR'S RESPONSIBILITIES**

- A. Contractor shall be responsible for all loss, damage, vandalism, theft, etc. for all equipment, tools, materials, etc. left on the job site.
- B. Contractor shall be responsible for maintaining the site in a clean condition during installation. Contractor and KEYS at which time the site should be cleaned up will make a final walk down of the sites.
- C. Prior to completion of demobilization, Contractor shall remove all construction materials, waste, demolition debris, excess materials, temporary installation, etc. that have not been specifically turned over and accepted by KEYS.
- D. Contractor shall be responsible for any and all costs for cleanup of oil or gasoline spills which result from his equipment or from any work performed as part of this contract.
- E. Permit violations or environmental damage caused by contractor shall be mitigated or repaired by contractor, at contractor's expense, to the satisfaction of the governing authority citing such damage.
- F. Items discussed in this section are not intended to be all-inclusive of Federal, State, and Local Laws and Regulations. Information is provided as anticipated minimum requirements. Contractor shall be familiar and comply with all requirements of applicable laws and regulations.
- G. Contractor will assume total responsibility for materials, delivery to/from job site, installation, and testing of system.

### **DELIVERY**

- A. Delivery, inspection and acceptance - delivery, inspections and acceptance will be at destination, F.O.B. Key West as specified in the RFP, KEYS Warehouse, unless otherwise provided. Until delivery and acceptance and after any rejections, risk of loss will be on the Vendor, unless loss results from negligence of KEYS.
- B. Notwithstanding the requirements for any KEYS inspection and test contained in the specifications applicable to this proposal, except where specialized inspections or tests are specified for performance solely by KEYS, contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under this proposal conform to the drawings, specifications and proposal requirements listed herein, including if applicable, the technical requirements for the manufacturer's part numbers specified herein.
- C. Delivery of Excess Quantities – Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If contractor delivers and KEYS receives quantities of any item in excess of the quantity called for (after considering any allowable variations of quantity) such excess quantities will be treated as being delivered for the convenience of contractor. KEYS may retain such excess quantities without compensating the interests herein. Quantities in excess, will at the option of KEYS, either be returned at contractor's expense, or retained and paid for by KEYS at the contract unit price.
- D. Deliveries – In the event of failure to deliver material of the quality or within the time specified, KEYS may cancel the order and buy elsewhere. Contractor will be responsible for any cost differences encountered in the procurement of materials. Failure of KEYS to exercise this option with respect to any installment shall not be deemed a waiver with respect of future installments, if any.
- E. Delivery tickets – All shipments under this agreement shall be accompanied with delivery tickets, or packing slips, in triplicate, which shall contain the following minimum information: name of supplier, purchase order number, date of order, date of delivery or shipment, itemized list of supplies or services furnished, quantity, unit price, and extension of each line item. Upon delivery, the Warehouse will retain a copy of the related delivery ticket.
- F. Inspection, Acceptance and Title – Inspection and acceptance will be at destination, unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by KEYS in writing.

### **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.



# KEYS BID 22-22 SPECIFICATIONS FOR POLE INSPECTIONS

## **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 is not substantially complete on or before September 30, 2023, 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.

## **MATERIAL**

No goods or materials provided pursuant to the proposal shall consist of or contain any equipment which has been manufactured or supplied by persons or entities owned by, controlled by, or subject to the jurisdiction or direction of the government of the People's Republic of China.

## **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.

## **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**

## KEYS BID 22-22 SPECIFICATIONS FOR POLE INSPECTIONS

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

## KEYS BID 22-22 SPECIFICATIONS FOR POLE INSPECTIONS

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.

### **SAFETY/MAINTENANCE OF TRAFFIC (MOT)**

Contractor is to provide all required Safety and Traffic Control equipment as required by FDOT, City of Key West, or Monroe County MOT. Personnel are required to be trained in MOT as required. Contractor is to provide copies of certification of MOT training.

### **SAFETY AND PROTECTION**

Examination of existing facilities: After the Contract is awarded and before commencement of the work, Contractor and KEYS shall make thorough examination of all existing structures and facilities associated with the project.

Safety requirements: Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the project period. This requirement shall apply continuously and not be limited to normal working hours.

Safety provisions shall conform to Federal and State Departments of Labor, Occupational Safety and Health Act (OSHA), and other applicable Federal, State, County, and Local Laws, Ordinances, Codes, requirements set forth herein, and regulations that may be specified in other parts of these specifications. Where these are in conflict, the more stringent requirement shall be followed. Contractor shall become thoroughly familiar with governing safety provisions and shall comply with the obligations set forth therein.

Contractor shall develop and maintain for the duration of the project, a safety program that will effectively incorporate and implement required safety provisions of the American Public Power Association (APPA) Safety Manual. Contractor is responsible for obtaining the latest edition of the APPA Safety Manual at their expense from APPA at <http://www.publicpower.org/topics/landing.cfm?ItemNumber=38512>. Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the APPA safety Manual. It is not the responsibility of KEYS to review or police contractor's implementation of the APPA Safety Manual's protocols.

### **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.

### **SUPPLIER DIVERSITY**

KEYS is committed to providing equal opportunities to Minority/Women Business Enterprises (M/WBEs) as well as all other Suppliers, Consultants, Contractors and Subcontractors who seek to do business with KEYS. KEYS attempts to ensure that qualified M/WBEs are made aware of, have an opportunity to bid on, and are considered on an equal basis with all other qualified bidders for the provision of supplies and services.

## KEYS BID 22-22 SPECIFICATIONS FOR POLE INSPECTIONS

### **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 22-22 SPECIFICATIONS FOR POLE INSPECTIONS

## **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 there from, 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 Statue 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.

### **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	\$ 2,000,000.00
Coverage for 3 yrs. after contract completion	
Personal & Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00

### **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
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### **WORKERS COMPENSATION--EMPLOYER'S LIABILITY INSURANCE**

## KEYS BID 22-22 SPECIFICATIONS FOR POLE INSPECTIONS

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

### **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 Commercial General Liability and Workers Compensation 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, Florida must be named in the schedule for the specific project involved.

### **ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE**

Insurance shall cover contractor for those sources of liability arising out of the rendering of or failure to render specified service in the performance of this contract including any hold harmless and/or Pollution Liability Coverage Form (ISO Form) including the Insured Site Definition (Contractors) Form (ISO Form) without restrictive endorsements.

The minimum limit to be maintained by contractor (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be:

<u>Site Specific Coverage:</u>	\$ 500,000.00 each loss
(Applicable to disposal and storage sites)	\$ 500,000.00 aggregate

<u>Off-Site Coverage:</u>	\$ 500,000.00 each loss
(Applicable to disposal operations at non-owned sites)	\$ 500,000.00 aggregate

If written on a claims made form, such insurance shall be maintained in force so that it will respond to claims arising out of accidents, occurrences, and incidents happening after the commencement of this contract, but before the end of five (5) years after the contract completion date.

Contractor shall provide the KEYS a certified copy of the Environmental Impairment Liability insurance coverage required above. In addition, contractor shall require the Owner of the disposal or storage site, if different from contractor, to furnish a certified copy of its Environmental Liability Policy.

**KEYS BID 22-22 SPECIFICATIONS FOR POLE INSPECTIONS**

**INSURANCE AGENT'S STATEMENT**

I have reviewed the above requirements with the bidder named below. The following limits apply to the corresponding policy for the following company:

DATE: \_\_\_\_\_ FIRM NAME: \_\_\_\_\_

**POLICY (Type /Number)**

**LIMITS**

<b>POLICY (Type /Number)</b>	<b>LIMITS</b>
_____	_____
_____	_____
_____	_____
_____	_____

Acknowledgement of the additional insured and waiver of subrogation requirements: \_\_\_\_\_  
Initials

Liability policies are \_\_\_\_\_ Occurrence \_\_\_\_\_ Claims Made

\_\_\_\_\_  
Name of Insurance Agency

\_\_\_\_\_  
Signature of Insurance Agent

SUBMITTED BY: \_\_\_\_\_

**Print Name & Title**

**NOTE:** EACH BIDDER SHALL PROVIDE A COPY OF COMPLETED CERTIFICATE OF INSURANCE COMPLYING WITH THE AFOREMENTIONED INSURANCE REQUIREMENTS OR SIGN AND DATE THE ABOVE INSURANCE AGENT'S STATEMENT AND AGREE TO PROVIDE A VALID CERTIFICATE OF INSURANCE UPON NOTIFICATION OF CONTRACT AWARD.

## KEYS BID 22-22 SPECIFICATIONS FOR POLE INSPECTIONS

### **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 BID 22-22 SPECIFICATIONS FOR POLE INSPECTIONS

### **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: \_\_\_\_\_

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### **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: \_\_\_\_\_

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### 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:

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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.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

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:

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### Proposal Page 1 of 2

*(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.

**Total Poles in System - 13,320** (Quantity includes wood, concrete, & ductile iron)

**Total Poles to be Tested in 2022-2023 - 6,900** (Quantity includes wood, concrete, & ductile iron)

**\*Unit pricing is for multi-year contract. Please refer to Contract Duration in Terms & Conditions section.**

Item #	Inspection Type	Estimated %	Total Units	Price Per Unit	Extended Cost Per Item
1	Site visit and visual inspection of poles (wood, concrete, & ductile iron)	100%	6,900		
2	Digital images of entire pole from ground to the top and GPS coordinates	100%	6,900		
3	Joint use survey of two (2) other utility attachments (identify each third party attachment)	100%	6,900		
4	identify/document two poles next to each other	100%	6,900		
5	Sound and Bore test for wood pole	30%	2,070		
6	Excavated base - Soil around wood pole - Reject Pole	5%	345		
7	Difficult accessible (poles located in rear lot lines)	5%	345		
8	Load Calculation Assessment per pole as per PSC	100%	6,900		
9	Final Deliverable of photographs and Inspection Results		1		
10	Mobilization/Demobilization		1		
11	Indemnity Fee		1	\$10.00	\$10.00
<b>Total Estimated Annual Price</b>					
<b>Project Start Date:</b>					
<b>Project Completion Date:</b>					
<b>Number of crews proposed to complete work:</b>					

Bidder is required to provide a work schedule with proposal.

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**Proposal Page 2 of 2**

**Company:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**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.