

# KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

## 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 **December 17, 2021** for:

### **KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT**

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 31-21  
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 **December 3, 2021 at noon**. Any questions received after noon on December 3, 2021 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 **December 17, 2021 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 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

### **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 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 has a project that requires a distribution electrical contractor to perform pole replacement work. KEYS is seeking a qualified electrical distribution contractor to perform this task. KEYS expects project completion by February 1, 2023.

- The project is for replacement of approximately 423 distribution poles throughout KEYS' 13.8 KV system. KEYS will provide poles and distribution line material. Details on locations and project requirements are within the attached documents. Work to occur in 2022 and early 2023. KEYS will allow 2-4 crews to work on this project at one time. KEYS poles are designed to meet extreme wind loading as specified in the NESC. As such the poles are to be embedded at 7 feet + 10% of pole height. Pole holes are to be back filled with crushed rock. Refer to drawing M-1447 for installation requirements.

### **BASIS OF AWARD**

KEYS is seeking a fixed price per pole to replace each distribution pole identified on the list attached. For KEYS to coordinate and manage the project, we are only seeking two to four crews from the selected bidder to perform this work over a one to two-year period.

KEYS is seeking proposals from contractors with experience in working in a 13,800-volt phase to phase distribution system. The successful bidder will remove existing wood or concrete poles and replace them with ductile iron poles. The majority of the poles will be accessible in the right-of-way. The successful bidder will be required to replace poles among energized primary lines.

KEYS is seeking qualified independent crews to work throughout KEYS' service territory. Each crew may consist of approximately three (3) men, with at least one of the men having a maintenance of traffic (MOT) certification. Since this project is a fixed price per pole location work scope, the exact make up to the crew is solely up to the contractor, but by no means should safety or customer service be compromised. In addition to onsite crews and foremen, a project manager shall be assigned. The project manager shall be responsible for the overall quality and schedule. The project manager shall provide weekly progress updates to schedule, work projections for upcoming weeks, schedule milestones and goals.

KEYS anticipates awarding this bid in January 2022.

## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

### **WORK EXPERIENCE**

A list of references for similar projects, with contact information, and your firm's safety history must be submitted with your proposal.

### **MATERIALS**

The contractor is responsible for furnishing all line materials required for the completion of this project with the exception of transformers and streetlights were applicable. Transformers and street lights shall be transferred from the old pole to the new pole. If these materials are in bad shape, KEYS shall provide replacement materials for installation at no cost to the contractor. The labor, truck, insurance, profit, and all other miscellaneous costs shall be included in the cost per pole. Contractor shall transport old hardware to a KEYS' provided dumpster and retired transformers to KEYS warehouse. The contractor shall submit a list of line materials for approval which meet the specifications attached. Material part numbers listed are pre-approved, but the contractor may submit alternate parts which meet these specifications for approval. Specification for line material not included in the attached shall be submitted for approval. Please note KEYS distribution system is 13,800/7970 Wye, however it is KEYS practice to insulate consistent with common utility practice for coastal marine environments.

### **POLES**

The contractor shall secure a contract with a single pole supplier, which will be manufacturing all the ductile iron poles. Poles should meet the requirements in the attached McWane pole drawings. McWane poles are pre-approved but the contractor may provide alternate suppliers for KEYS approval providing they meet the same specifications with regard to strength, coating, size and predrilled holes

The awarded contractor is solely responsible for proper planning and coordination with the pole supplier. KEYS will leave this responsibility to the awarded vendor to plan and coordinate delivery of all poles with the pole manufacturer to meet the project requirements.

### **POLE DELIVERY**

KEYS is not opposed to the awarded contractor storing poles at a KEYS provided site. The contractor is required to off load poles at their expense. The contractor should be cognizant of limited space availability and should coordinate delivery in accordance with their installation schedule.

### **EQUIPMENT**

"Crew" make-up description – Since this price is a "fixed price" for much of the work, KEYS is not specifying the exact crew makeup. This is only a guide. It is the contractor's sole responsibility to determine the exact needs to perform the job within utility standards & safety.

- One (1) pick-up truck
- Two (2) 55' min. (working height) bucket trucks with material handlers
- One (1) auger truck/boom
- One (1) pole trailer
- Hand tools: Anderson tools, concrete saw for sidewalks, pole gin, capstan hoist, blocks, digital voltmeter, load buster, generator, tamp, anchor buster, rotation meter, phasing stick, transformer dolly, spoon & spade - dead man Pole number tools for installation

## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

- Required Safety and Traffic Control Equipment as required by FDOT for maintenance of traffic (MOT).
- Basic tree trimming equipment (chainsaw, pole saw, bow saw)
- Required equipment to install primary conductor
- Jackhammer or other tools to sawcut sidewalks for pole installs
- Equipment for installing Manta-Ray and standard anchors/guys

KEYS is requiring a general supervisor/foreman on site at all times to oversee the two (2) to four (4) crews, customer issues, and system planning. This cost shall be included in your proposed pole pricing.

The contractor's equipment provided must be capable of handling the following:

- Transportation of ductile iron poles weighing up to 3,500 lbs.
- Associated pole framing material
- Lifting transformers
- Hand digging holes for poles (when applicable per scope)
- Pulling conductor
- Remove old "stub poles"

**NOTE:** KEYS is a customer service-oriented utility. A working supervisor/foreman fluent in English must be able to interface with the public, co-workers, and KEYS personnel in a professional manner at all times. The supervisor/foreman will also help to coordinate work, obtain underground clearances, and schedule outages and coordinate pole needs and delivery.

### **TECHNICAL SPECIFICATIONS**

The contractor will be required to set ductile iron poles and is cautioned that some of these poles may be in areas with limited vehicle access.

- The contractor will be responsible for re-obtaining and coordinating pole-setting clearances with other underground utilities via the State of Florida's "one call system" (811).
- The contractor will be responsible for transferring KEYS facilities including transformers, customer overhead secondary's, streetlights, switches, capacitor banks, etc. from existing poles to new poles set by the contractor, and for topping existing poles to just above other communication utilities. The contractor will not be responsible for transferring communication facilities; however, the contractor will be responsible for the transfer of KEYS' fiber lines as stated on the work scope spreadsheet.
- The contractor will be responsible for the installation of new KEYS pole identification numbers from existing poles to new poles when applicable, this labor cost shall be included in the pole cost (KEYS will provide material).
- The contractor shall also include in pole price, the installation of grounding/guys/anchors as stated on the spreadsheet that details the work scope.
- The contractor is required to have their own truck to truck radio communication. Only one (1) KEYS radio will be provided by KEYS to each crew to communicate with KEYS' Control Center. KEYS will provide up to four radios for up to four crews. If the contractor has more than four crews, the contractor will be responsible for the cost to purchase additional radios. The contractor shall return KEYS radios in good working order at the end of this contract. The contractor is responsible for the cost of repair or replacement of

## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

any radios lost or damaged. The contractor must conform to KEYS radio procedures for work crews being in service, out of service, crew work locations, and Single-Shot Reclosing one-time call-ins.

- The contractor may be required to saw cut sidewalks into a square for installation of new poles and patch with concrete around the new pole. The cost for pole locations that require cut and concrete patching shall be included in the contractor's price for that pole. Contractor must maintain ADA clearances when possible in existing sidewalks (exact locations are on the attached spreadsheet). All sidewalk repairs shall be done within 10 calendar days after a pole has been installed. Sidewalk repairs shall be done in a quality fashion. Contractor is responsible for all clean up each day of backfill or concrete materials.
- If work is not completed on a specific pole or area at the end of the day, the area shall be made safe prior to crew departure for the day.
- The contractor shall conduct and document daily safety tailgate meetings with work crews and submit electronically to KEYS' Safety Officer at the end of each week.
- KEYS reserves the right to install an AVL system (vehicle tacking) in the contractor's work trucks at its discretion. This shall be at KEYS' expense.
- The contractor must notify KEYS customers 24 hours prior to any interruption of electric service that takes place because of the contractor's work. Additionally, the contractor will attempt to notify the customer for any work performed in the easements and advise them that they will be working in the rear easement behind the customer's home.
- The contractor may be required to remove existing wood stub poles and transport them to a local disposal site at the direction of KEYS. The cost for disposal of stub poles will be the responsibility of KEYS. The stub poles are approximately 25 feet in height.
- When new holes are drilled, excess soil shall be removed from site and disposed of. It should not be piled up on site, or spread on the ground. In general, the area around the installed poles shall be returned to as found conditions as much as practical.
- The contractor will be responsible for requesting in advance that a distribution feeder recloser position be changed (request feeder on non-reclose). Contractor will be trained on these procedures.
- Awarded contractor shall have a Florida MOT (maintenance of traffic) certification and follow all City of Key West and Monroe County MOT requirements. This includes that at least one person per crew shall have MOT certification. Contractor will be required to submit any "lane closure request" to the City of Key West per their policy one week in advance. Contractor shall have all FDOT cones and signs.
- KEYS will provide dumpster and KEYS to pay for all disposal cost of any discarded old material.
- KEYS will provide a secured and/or locked "storage yard" for the contractor's bucket truck(s) and trailer vehicles (within our service territory), most likely in the Lower Keys area. KEYS will not be responsible for any loss, damage or stolen property stored in the secured locations provided.
- Contractor's supervisor/foreman shall be responsible for completing an "inspection form" after each pole completion. The form shall be submitted with all invoices, a sample of this form is attached.
- The contractor's employees shall wear suitable work uniforms as defined by OSHA, and thoroughly follow KEYS' Safety Policy and current revision of the APPA Safety Manual (hard hats, flame retardant shirts, rubber sleeves, bucket harnesses, etc.) as indicated.

## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

Policy is applicable for all work being conducted in an energized work environment. Employees shall also be as clean and in as good appearance as the job conditions permit.

### **LICENSING AND PERMITS**

The Contractor shall acquire all appropriate licenses and permits to perform this work including local, state, and federal requirements at the contractor's expense. This shall include arrangements for access to the Sigsbee Naval Base in Key West, Florida. It shall be the contractor's responsibility to review and understand these requirements. **All of the contractor's employees are required to have a valid driver's license.** In addition, the workers performing MOT must have valid Florida MOT Certification.

**NOTE:** KMZ Disclaimer – The Google Earth KMZ file is just for reference only. It shall provide the bidder an idea of the site conditions. Google Earth photos can be up to three (3) years old. It is the bidders responsibly to field inspect all poles for actual field conditions. KEYS has also provided pole photos taken within the past year by Osmose, Inc.

### **REFERENCE DOCUMENTS:**

Please use the following link to access all reference material.

<https://keysenergy0.sharepoint.com/:f:/s/Purchasing/ErF8yMdjUxhEmzbYhRVjzDgBeWTtwafN1vVNVpuL1X4LYw?e=PXd0cP>

### **DOCUMENTS**

- 1) KMZ Files for all Pole Work - Google Earth of pole
- 2) Pole Photos in a Zip File
- 3) Pole Changeout Task Sheet for Contractor - Excel spreadsheet
- 4) Inspection form to be completed by the contractor after task
- 5) KEYS Construction Standards
- 6) Ductile pole Specifications/Drawing
  - a) H1-40+5 Keys Energy Services – 1937A
  - b) H3-45+5 Keys Energy Services – 1937B
  - c) H5-45+5 Keys Energy Services – 1937C
  - d) H5-50+5 Keys Energy Services – 1937D
  - e) H5-55+5 Keys Energy Services – 1937E
- 7) M-1447 Direct Embedded Poles Crushed Rock Backfill, Sheet 1
- 8) Pole Number Methodology
- 9) Concrete Repair of Sidewalks
- 10) KEYS Line Material Drawing Package
  - a) #4 AAAC duplex aluminum 7 strand cable
  - b) #4 Covered tap wire
  - c) 1/0 AAAC quadraplex wire
  - d) 4/0 AAAC quadraplex wire
  - e) 8 foot guy guard
  - f) 27 kV 100 amp open type cutout
  - g) 35 kV line post insulator
  - h) 35 kV universal insulator
  - i) Anchor rod – 7 foot
  - j) Compression stirrup tqp copper 4/0

## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

- k) Deadend 35 kV suspension insulator
  - l) Deadend shoe – small side opening
  - m) Deadend shoe – large side opening
  - n) Down guy grip deadend
  - o) Galvanized guy wire C- class beznal coated
  - p) Pin insulator – 35 kV
  - q) Manta ray anchor MR-2
  - r) Post Pole top Distribution Bracket
  - s) Post type bracket side mount
  - t) Deadend crossarm 8'
  - u) Tangent crossarm 8'
  - v) Single phase fiberglass cutout arrester bracket
  - w) Three phase fiberglass cutout arrester bracket
  - x) Triplex aluminum 19 Strand cable AAAC
  - y) Twin eye nut for 7 foot anchor rod
  - z) Wejtap connectors
  - aa) Wejtap stirrup 336 & 394.5
  - bb) Wejtap stirrup 652
  - cc) Wejtap stirrup #2
  - dd) Wejtap stirrup 1/0
- 11) USACE No Permit Required Letter for Upland Poles
  - 12) USACE Permits for Wetland Poles (Lines 1, 4, 6 and 7)
  - 13) FDEM/KEYS Grant Agreement
  - 14) Prevailing Wage Determinations
  - 15) Unit price sheet

### **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.

Original 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

In addition to the Proposal Page, Bidders shall also submit the following:

1. Hourly Rates for Labor and Equipment – to be used should additional work/material outside of the scope of work is required
2. Bidder's Statement
3. Public Entity Crimes Sworn Statement
4. Drug-Free Workplace Statement
5. Safety Compliance Affidavit
6. Insurance Agent's Statement
7. References

## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

8. Safety History
9. Unit Price Spreadsheet
10. Proposed Schedule for Project



**Terms and Conditions Required under Projects Eligible for Reimbursement by FEMA and the State of Florida**

KEYS costs incurred under this RFP are anticipated to be eligible for Public Assistance Funding by FEMA and/or the State of Florida Division of Emergency Management, pursuant to Agreement No. B0104, Project No. PDMC-PJ-04-FL-2019-011, included hereto as "Document 13" and incorporated herein. Contractor agrees to be bound by the terms of Agreement no. B0104 and by all other applicable state and federal laws and regulations, whether or not enumerated herein. In addition, Contractor agrees to the following additional terms and conditions [please note that, in an abundance of caution, KEYS has included all Disaster Funding requirements by both FEMA and the State of Florida. This section may duplicate some of the requirements included in KEYS standard terms and conditions].

- 1) Remedies
  - a) If any work performed by contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, KEYS may in its sole discretion:
    - i) elect to have contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;
    - ii) hire another contractor to perform the work and deduct any additional costs incurred by KEYS as a result of substituting contractors from any amounts due to Contractor; or
    - iii) Pursue and obtain any and all other available legal or equitable remedies.
  - b) This Section shall in no way be interpreted to limit KEYS's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.
- 2) Termination—all contracts in excess of \$10,000 must address termination for cause and for convenience by KEYS, including the manner by which it will be effected and the basis for settlement. Refer to "Termination for Convenience" and "Termination for Cause" provisions.
- 3) Changes—the contract will include a provision that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. Refer to "Contract Changes" provision.
- 4) Equal Employment Opportunity—required for "federally assisted construction contracts" as defined at 41 C.F.R. § 60-1.3.

During the performance of this contract, contractor agrees as follows:

- a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

- c) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with contractor's legal duty to furnish information.
  - d) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g) In the event of contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h) Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 5) Davis-Bacon Act and Copeland Anti-Kickback Act
- a) Contractor. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148), as supplemented by the regulations at 29 C.F.R. Part 5 and the Copeland Anti-Kickback Act (18 U.S.C. § 874, 40 U.S.C. § 3145), as supplemented by the regulations at 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this contract, hereto as "Document 14".
  - b) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

- c) Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### 6) Contract Work Hours and Safety Standards Act

Compliance with the Contract Work Hours and Safety Standards Act.

- a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) Withholding for unpaid wages and liquidated damages. KEYS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

### 7) Clean Air Act and Federal Water Pollution Control Act—required for all contracts in excess of \$150,000.

#### a) Clean Air Act

- i) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii) Contractor agrees to report each violation to KEYS and understands and agrees that KEYS will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

- iii) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- b) Federal Water Pollution Control Act
  - i) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - ii) Contractor agrees to report each violation to KEYS and understands and agrees that KEYS will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - iii) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 8) Suspension and Debarment
  - a) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such contractor is required to verify that none of contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c) This certification is a material representation of fact relied upon by KEYS. If it is later determined that contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to KEYS and the Florida Division of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

---

By: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Date**

Utility Board of the City of Key West dba  
Keys Energy Services

\_\_\_\_\_  
**Sub-Recipient's Name**

B0104

\_\_\_\_\_  
**DEM Contract Number**

PDMC-PJ-04-FL-2019-011

\_\_\_\_\_  
**FEMA Project Number**

## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

### 9) Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18 (and reproduced below). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

(to be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
RFP or ITB No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

### 10) Procurement of Recovered Materials

- a) In the performance of this contract, contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii) Meeting contract performance requirements; or
  - iii) At a reasonable price.
- b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c) Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### 11) Access to Records

The following access to records requirements apply to this contract:

- a) Contractor agrees to provide KEYS, the Florida Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- d) In compliance with the Disaster Recovery Act of 2018, KEYS and Contractor acknowledge and agree that no language herein is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### 12) DHS Seal, Logos, and Flags

- a) Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

### 13) Compliance with Law, Regulations, and Executive Orders

- a) This is an acknowledgement that FEMA and/or State of Florida Division of Emergency Management financial assistance will be used to fund all or a portion of the Contract. Contractor will comply with all applicable federal and State law, regulations, executive orders, FEMA policies, procedures, and directives.

### 14) No Obligation by the Federal Government

- a) The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to KEYS, Contractor, or any other party pertaining to any matter resulting from the Contract.

### 15) Program Fraud and False or Fraudulent Statements or Related Acts

- a) Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to contractor's actions pertaining to this Contract.



## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

### 16) Affirmative Socioeconomic Steps

If contractor intends to subcontract any portion of the work covered by this Contract, contractor must take all necessary affirmative steps identified in 2 CFR Sec. 200.321(b)(1)-(5) to assure that small and minority businesses, women's business enterprises and labor surplus area firms are used when possible.

### 17) If this proposal is based upon Time and Materials:

- a) Contractor will complete daily timesheets – ON A DAILY BASIS - in an excel document provided by KEYS to include, but is not limited to:
  - i) Name
  - ii) Position
  - iii) Rate of pay for regular hours
  - iv) Rate of pay for overtime hours
  - v) # of regular hours worked
  - vi) # of overtime hours worked
  - vii) Detail description of work performed
  - viii) GPS coordinates of work performed
  - ix) Equipment used
  - x) Hourly rate for equipment
- b) Contractor will only charge for hours worked from the beginning of the work day to the end of the work day, including travel time between food tent or hotel and to/from job site
- c) Contractor agrees that if KEYS provides meals and/or hotel accommodations, Contractor shall not invoice KEYS for same
- d) Contractor agrees that hotel accommodations will be based on double occupancy as long as two beds are available for hotel accommodations provided by KEYS and for hotel expenses contractor invoices KEYS for.
- e) As equipment charges include a fuel charge component, all fuel provided by KEYS will be reimbursed at KEYS cost plus 15% administrative charge. KEYS will provide a schedule of such charges and will deduct charges from contractor submitted invoices.

All contractor invoices must be submitted within 60 days of work performed.

## **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**

If a pre-bid meeting is held, please provide the following information: a brief description of company and verifiable references for projects of a similar nature performed over the last three years. If no pre-bid meeting is held, please provide this information in your bid response. No bidder which has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may submit a bid to provide any goods or services to a public entity, submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, or transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list. By submission of this Bid, Contractor warrants that it is and will for the term of the Contract remain, and will ensure that any subcontractors, suppliers, or consultants are and for the term of the Contract will remain, eligible to perform the work contracted for hereunder.

### **BINDING EFFECT, COMPLIANCE, HOLD HARMLESS**

Contractor is bound by the terms of this Contract, the terms of Agreement B0104, and by all applicable State and Federal laws and regulations. Contractor shall hold the Florida Division of Emergency Management and KEYS harmless against all claims of whatever nature arising out of Contractor's work under this Contract, to the extent allowed and/or required by law.

### **CITY/COUNTY LICENSING**

For the term of the contract, Contractor shall maintain City of Key West and Monroe County licenses and/or other requirements to work within the City or County limits. Contractor should provide KEYS with a copy of all licenses.

### **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.

## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

- 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 April 1, 2023. KEYS reserve the right to cancel this contract without cause with 30 days written notice and with cause within 10 days.

### **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.

### **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.

## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

- 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.

### **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 six months after Utility Board award date 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 reviewed, 2) a Pre-Construction meeting has been held and issues regarding environmental, lien releases, payment procedures, safety, security, and use of sub-contractor notification were discussed. Two copies of this document will be provided. The successful bidder will be asked to complete the signature block on both documents and return one signed original document 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.

# KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

## **PERFORMANCE BOND**

Within ten (10) days after contractor receives the Notice of Utility Board Approval and prior to the execution of the Contract, contractor shall furnish a Performance and Payment Bond in the form acceptable to KEYS, with corporate Surety satisfactory to KEYS such bond shall insure the full and faithful performance of the Contract, including the payment of faithful performance of the Contract, including the payment of all obligations arising there under, and shall be in an amount equal to (one hundred) 100% of the Total Contract Amount unless otherwise provided in these specifications. Such bond shall further comply in all respects with the laws of the State of Florida.

## **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 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**

# KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

**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 to the Director of Administration, Compliance & Internal Policies.

## **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.

## **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 BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

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**

Each Bidder shall list on the Proposal form the name of each construction subcontractor who will furnish in excess of 10% of the Project. Failure to do so shall entitle KEYS, at its option, to reject the bid.

## **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.

## **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 FOR CONVENIENCE**

When deemed to be in the best interest of KEYS, any awards or contracts resulting from this specification may be terminated by KEYS, in whole or in part, without cause by the delivery of thirty (30)-days written notice. Upon receipt of the notice of termination Contractor shall, except as otherwise directed by KEYS: (1) stop work as specified in the notice; (2) place no further subcontracts or orders; (3) terminate all subcontracts to the extent they relate to the work terminated; (4) transfer title and deliver to KEYS all completed work and any completed or partially completed items which, if the contract had been completed, would be required to be transferred to KEYS; and (5) take reasonable actions as directed by KEYS to protect and preserve property in which KEYS has an interest. With regard to the portion of the award or contract so terminated, KEYS shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination, plus the reasonable costs of settlement of the work terminated including with limitation the performance of the above items, and expressly excluding the amount of any settlements made by Contractor with any subcontractors. Without waiver of any rights KEYS may have in law or at equity, KEYS and Contractor shall negotiate in good faith to reach a settlement with regard to damages incurred by KEYS as a result of the breach and any outstanding sums which may be owed to Contractor for work performed for which payment has not been received.

## **TERMINATION OF CONTRACT FOR CAUSE**

In the event Contractor fails to perform any provision of the contract or award as specified herein, KEYS may terminate any award or contract resulting from this specification, in whole or in part, by the delivery of 10 days written notice of default. Upon receipt of the notice of termination Contractor shall, except as otherwise directed by KEYS: (1) stop work as specified in the notice; (2) place no further subcontracts or orders; (3) terminate all subcontracts to the extent they relate to the work terminated; (4) transfer title and deliver to KEYS all completed work and any completed or partially completed items which, if the contract had been completed, would be required to be transferred to KEYS; and (5) take reasonable actions as directed by KEYS to protect and preserve property in which KEYS has an interest. Without waiver of any rights KEYS may have in law or at equity, KEYS and Contractor shall negotiate in good faith to reach a settlement with regard to damages incurred by KEYS as a result of the breach and any outstanding sums which may be owed to Contractor for work performed for which payment has not been received.

## **WAIVER OF RIGHTS**

The failure of KEYS to insist upon strict performance under this Contract shall not affect, extend, or waive any other right or remedy, or affect the later exercise of the same right or remedy by KEYS for any other default or non-performance.

## **WARRANTY**

- A. Contractor warrants to KEYS that the Material and Equipment to be furnished under the Contract shall be designed and fit for the purpose specified when operated in accordance with contractor's specific operating instructions or, in the absence thereof, in accordance with generally accepted operating practices; free from defects in material, workmanship, and title; shall meet all specifications, including those relating to performance, contained or incorporated by reference in the Contract; and that the technical direction of installation on KEYS' premises when furnished by contractor shall be performed in a competent, diligent manner in accordance with generally accepted professional practices.
- B. The foregoing warranties, except as to title, shall apply to defects or deficiencies occurring within a period of **1** years from Final Acceptance provided the same is not unreasonably delayed by the KEYS or others. If, however, during the above **1** year warranty period the Equipment is not available for operation due to a failure to meet such warranties, such time of unavailability shall not be counted as part of the warranty period. The condition of any field tests shall be mutually agreed upon, and Contractor shall be notified of and may be represented at all tests that may be made.

## KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

- C. If the equipment and materials furnished hereunder does not meet the warranties specified above when it has normal and proper use and maintenance, KEYS shall promptly notify contractor and make the Equipment available for correction. Contractor shall thereupon within a reasonable time correct all defects, including nonconformance with the Engineering Specifications, by either repairing or replacing any defective or damaged parts of the Equipment.  
The cost of Labor, Materials and Equipment components directly associated with such repair or replacement of the Equipment, including removal, loading and unloading, transportation to and from the repair site and reinstallation, shall be borne by contractor.
- D. Any repaired or replacement part furnished under the foregoing warranty shall carry warranties on the same terms as set forth above for **1** years from the date of its Final Acceptance.
- E. Contractor shall obtain written warranties from its Subcontractors and suppliers of Materials, Labor and Equipment components where such warranties are obtainable and shall deliver the original warranties to KEYS.
- F. Neither the final payment, nor any other provision of the Contract, nor partial or entire use of the Material and Equipment by KEYS shall relieve contractor of liability with respect to the warranties referred to in the Contract or any other warranties, express or implied.

### **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 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

## 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.

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

Shall provide benefits consistent that will respond to all benefits as prescribed by Florida Statues. 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	\$ 2,000,000.00
(Coverage for 3 yrs. after contract completion)	
Personal & Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00

# KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

## **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.

## **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:

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

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

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 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.

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

<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.

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

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

**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:
  - 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

**KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT**

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 and 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 it 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 PROVIDED 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:



## **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](mailto:accounts.payable@keysenergy.com) for processing.

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**TO** Accounts Payable  
 Keys Energy Services  
[accounts.payable@keysenergy.com](mailto: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

**KEYS BID 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT**

**UTILITY BOARD OF THE CITY OF KEY WEST**  
**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 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT**

**UTILITY BOARD OF THE CITY OF KEY WEST**  
**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 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT**

**UTILITY BOARD OF THE CITY OF KEY WEST**  
**\*\*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: \_\_\_\_\_

UTILITY BOARD OF THE CITY OF KEY WEST  
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 31-21 SPECIFICATIONS FOR DISTRIBUTION POLE REPLACEMENT

### Proposal Page

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 with the contract documents, schedules, and specifications for the following amounts.

**Please complete the attached Excel unit price sheet and enter estimated totals below.**

**NOTE: Unit price sheet must be submitted with proposal.**

Item	Description	Estimated Total
1	Total cost for Project (include unit price spreadsheet)	\$
2	Mobilization/Demobilization	\$
3	Indemnity Fee	\$ 10.00
4	<b>Total of Project</b>	\$
5	<b>Completion Date for Project</b>	

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

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

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

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

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

Subcontractors: \_\_\_\_\_

Submitted by: \_\_\_\_\_

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.