KEYS BID 24-26 SPECIFICATIONS FOR MARKER BALL REPLACEMENT LINE-9 STATIC

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 **10:00 a.m.** on **Monday, November 02, 2026** for:

KEYS BID 24-26
SPECIFICATIONS FOR MARKER BALL REPLACEMENT LINE-9 STATIC

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

It shall be the sole responsibility of each bidder to have their bid electronically delivered on or before the time for opening proposals last announced to bidders. 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. Paper submittals, if applicable, are to be delivered via FedEx, UPS, or in-person to:

Keys Energy Services
Bid Opening Committee – KEYS Bid 24-26
6900 Front Street Extended
Key West, FL 33040
Note: This address does not receive US Postal Service.

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

Vendors with questions pertaining to this bid specification must submit them in writing via email to purchasing@keysenergy.com no later than **Friday, October 16, 2026 at noon**. Any questions received after noon on October 16, 2026 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 **Monday, November 02, 2026 at 10:00 a.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

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SECTION 1 GENERAL INFORMATION

Keys Energy Services (KEYS) is a municipal electric utility supplying power to residents of the lower Florida Keys. KEYS is located in the extreme southern tip of peninsular Florida, situated in Monroe County, Florida, primarily what is considered the "Lower Keys", which extends eastwardly from Key West to the west end of the Seven-Mile Bridge. Corporate Offices are located at 1001 James Street, Key West, Florida and the Transmission and Distribution (T&D) Facility is located on Stock Island at 6900 Front Street Extended, Key West, Florida 33040.

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

This proposal is for: **Line 9, 138kV Static Marker Ball Replacement**

All Equipment must be manufactured in the U.S.

Please refer to the specification herein for the complete scope of work.

1.01. DEFINITIONS

- Owner - Utility Board of the City of Key West
- Bidder - The party or parties submitting a proposal for performing the work and/or furnishing the equipment/system specified herein.
- Contractor- The successful bidder who accepts a purchase order from the Owner.
- Date of Commercial Operation - The date established by the Owner following the period of preliminary operations of the equipment during which necessary corrections, adjustments and/or alterations may be made to ensure the equipment's safe and reliable operation.
- Equipment/System - Any and all equipment, machinery, material, transportation, accessories and supplies complete with all usual and appropriate fittings, attachments, appurtenances, appliances and special tools necessary for erection, installation, operation and maintenance unless specifically excluded herein.

1.02. INTENT OF SPECIFICATION

KEYS is seeking to secure a Utility Service Contract with a contractor to perform a general upgrade to its transmission system. This will include:

1. By the use of helicopter **only**, replacement of marker balls on line-9 static wire over the Key Haven Bridge between poles T9-13 thru T9-21.
2. Limit to 2 days of work to perform services where work may start on 08 Jan 2027 and is to be completed no later than 10 Jan 2027.

The Bidder shall make his/her proposal with the understanding that the Specifications and applicable drawings are intended to cover all the requirements for the design, equipment

procurement, construction and documentation for the complete and reliable Transmission Static line described herein.
Unless expressly excluded, any and all labor and materials not indicated herein, but which may be necessary to complete any part of the system in a proper, substantial and workman-like manner are to be furnished by the contractor without additional charge or cost to the Owner. Any intended omissions or exceptions to the requirements of the Specification must be stated in writing in the proposal. Otherwise, it will be understood that all work is included.

1.03. SERVICE CONDITIONS

Bidder shall understand that the 138kV Transmission Tie Line and equipment specified herein will be used in and is part of an electric utility Transmission system. Bidder shall make himself knowledgeable of the problems that may arise during the design, construction, and operation of the 138kV Transmission Tie line, and shall make his/her proposal consistent with such problems.

The completed system shall be of industrial grade and shall be required to perform properly at the ratings specified herein when installed outdoors in a residential area with the following ambient conditions:

- Altitude: Less than 100 feet above sea level
- Outdoor ambient temperature range: 20F - 110F
- Atmosphere: Humid, marine environment (tropical climate)
- Wind speed: 150 MPH during hurricane
- Seismic coefficient: 0
- Isokeraunic level: 100
- Shock & Vibration: Bidder shall describe the system's resistance to shock and vibration

SECTION 2 GENERAL REQUIREMENTS

2.01. PROPOSALS

Proposals must be complete with all required details including Fill-in data if specified. The proposal and its supplements such as drawings, documents, and other information submitted shall be the property of the Owner and will be used only for the purpose of evaluation of the proposal and the execution of any resulting contract.

2.02. STANDARDS

The design, fabrication, testing, and performance of all the equipment & material furnished, and all construction & installation work under this specification shall conform to the requirements of latest editions of ANSI, NFPA, NEMA,
IEEE, ASTM, UL, NEC, EIA, ICEA, NESC, FDOT, OSHA and all other applicable local and national codes and standards.

Any conflict between the above-mentioned documents and this specification shall be referred to the Owner for clarification before proceeding with the work.

2.03. STANDARD OF DESIGN AND WORKMANSHIP

The system shall be complete in all respects and shall fully conform to the requirements set forth in the specifications and proposal. The intent of the specification is to secure for the Owner a transmission system of first-class workmanship in all respects, and in accord with the best of recognized modern practice. All equipment/material shall be new, U.S. manufactured, and suitable for the service and conditions described herein.

2.04. ACCEPTANCE

Acceptance of work will be confirmed in writing by the Owner's representative, indicating that sufficient tests have been made to determine that all requirements have been met.

Acceptance shall not waive any claim, which Owner may have for delay in completion.

2.05. EXCEPTIONS

The Bidder shall include in the proposal a section entitled "Exceptions to the Specifications". If no exceptions are taken, the Bidder shall indicate "None". If exceptions are taken, the Bidder shall list the paragraph number of this specification where the exception is taken, propose substitutions/alterations, and explain fully, the reasons for taking the exceptions. Any exception listed elsewhere in the proposal will not be considered and the proposal may be considered non-responsive.

2.06. RIGHT TO USE EQUIPMENT REQUIRING CORRECTIONS

If, after installation, it is discovered that the equipment or any part thereof or its performance may require correction, adjustment, or replacement the Owner shall have the right to use such equipment until such time as it is convenient to the Owner to remove said equipment from service.

2.07. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS

The work performed by the Contractor shall comply with the applicable requirements of all statutes, ordinances, codes and standards of legally constituted authorities having jurisdiction.

The Contractor shall obtain certificates of compliance where required. If the proposed work varies from said statutes, ordinances, codes and standards, the Contractor shall notify the Owner's representative in writing before the work is performed. If the Contractor performs any of the work contrary to such statutes, ordinances, codes and standards, the Contractor shall bear any expense arising there from.

2.08. DOCUMENTATION REPRODUCTION

Owner reserves the right to reproduce all documentation received from the contractor after award of the Contract, which is considered necessary for Owner's purposes despite any notice to contrary appearing on the documentation.

2.09. INTERFERENCE WITH OPERATION

Interference with normal operation of Owner's facility or equipment, and that of all Contractors or Subcontractors on the work site shall be avoided. Owner's representative will determine in advance whether such interference is unavoidable and will establish the necessary procedures under which the interference will be allowed.

2.10. SCHEDULE

The work will be planned and scheduled by the Contractor subject to the limitations of the transmission and distribution system and electrical load. Limitations are the result of electrical load during peak hours in the summer months. In addition, system switching shall not be done during the following blackout periods (see attached schedule):

- January – 1st & 2nd

2.11. DISPOSAL OF MATERIAL

The contractor shall be responsible for disconnection, removal and disposal of old equipment that is being replaced. At a minimum:

- The job site shall be cleaned and restored.
- All old equipment shall be disposed of in accordance with all applicable federal, state and local laws and regulations.

2.12. PERMITTING

The contractor shall be required to obtain all applicable permits, approvals, authorizations, aviation regulatory compliance, and required coordination with FAA, City of Key West, FDOT, Environmental Agencies, Monroe County, and local agencies applicable to its operations.

2.13. OWNER INSPECTIONS/MEETINGS

The Owner will make inspections and/or meetings as deemed necessary to ensure that all work is being performed in compliance with these specifications and guarantees. KEYS' inspector will make sure work is performed as per the specifications before any approval to pay is made. Failure to obtain inspector's acceptance of work will result in noncompliance and therefore no payment will be made until corrected.

2.14. SAFETY AND PROTECTION

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. The Contractor must furnish Keys Energy Services Environmental/Safety Officer with a written copy of vendor's company Safety Program. Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.

KEYS duty to conduct review of the Contractor's performance is not intended to include a review or approval of the adequacy of Contractor's safety supervisor, safety program, or safety measures taken in, on, or near the site.

The importance of safety to all workers on the project shall be recognized, and accident prevention shall be an integral part of the Contractor's operations. The Contractor shall cooperate with the Owner's safety programs. Material Safety Data Sheets shall be provided by the manufacturer of each product and must be conspicuously posted at work site.

2.15. CONTRACTOR'S RESPONSIBILITIES

Contractor shall be responsible for all loss, damage, vandalism, theft, etc. for all equipment, tools, materials, etc. left on the job site.

Contractor shall be responsible for maintaining the site in a clean condition during installation. Contractor and Owner at which time the site should be cleaned up will make a final walk down of the sites.

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 Owner.

Contractor shall be responsible for all costs for cleanup of oil or gasoline spills which result from his equipment or from any work performed as part of this contract.
Permit violations or environmental damage caused by the Contractor shall be mitigated or repaired by the Contractor, at the Contractor's expense, to the satisfaction of the governing authority citing such damage.

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.

The Contractor will assume total responsibility for materials, delivery to/from job site, installation, and testing of system.

2.16. GENERAL

All construction work shall be performed in strict accordance with the design documents prepared by the Contractor and approved by the Owner. The Contractor shall be responsible for any damages resulting from any work done in violation of the above requirement.

Manufacturers' installation, testing and calibration instructions shall be followed very closely. Services of manufacturer's field technicians shall be used extensively. For KEYS purchased material, manufacturer's field technicians or an authorized manufacturer's representative shall be used.

The substations are located in residential areas. The working hours shall be limited to 07:00-17:00 Monday through Saturday and the construction noise shall be kept to a minimum. Only required commercial Contractor vehicles will be allowed on the construction site. Construction of road crossings shall be performed in stages such that the traffic flow shall not be completely blocked at any time. The Contractor shall take other temporary measures at his own expense to maintain the flow of traffic around the substation site.

2.17. CONSTRUCTION FACILITIES

The following construction facilities shall be furnished/provided by the Contractor:

- Telephone/communication
- Sanitary facilities
- All construction signs

The above facilities shall be properly maintained during the construction work and shall be completely removed upon completion of the construction by the Contractor.

The Contractor may furnish other facilities he/she may deem necessary subject to the approval by the Owner.

2.18. CONSTRUCTION SUPPORT SERVICES

The Contractor shall provide the construction support services including, but not limited to, the following:

- Safety
- Security
- Fire protection
- First Aid
- Trash Disposal

2.19. ENVIRONMENT

The Contractor shall exercise all possible precautions required to leave the area outside the construction site in the same condition as it was prior to construction and shall comply with all local, state and federal Environmental & Pollution Control Laws both inside and outside the substation area. The Contractor shall be responsible for violations of any of the above referred laws which he/she and/or any of his/her subcontractors commit, including payment of fines, penalties and litigation costs.

SECTION 3 – BIDDING REQUIREMENT

3.01. SITE REVIEW

Each bidder is expected to familiarize himself/herself with all the pertinent local conditions & work sites. By submitting a bid, each bidder certifies that the above sites were reviewed, and his/her bid is prepared in accordance therewith.

3.02. CLARIFICATION

Bidders shall immediately notify the Owner of any error and/or inconsistency, which they may discover in the Bidding Documents. Bidders requiring clarifications and/or interpretation of the Bidding Documents must submit a request to the Owner in writing not later than three weeks prior to the bid submittal date. If no such written request is made by this date, the bidder waives the right to any future consideration and accepts the Bidding documents as published and/or revised by the Owner.

Any interpretation, correction or change of the Bidding Documents will be made by written Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be acceptable and Bidders shall not rely upon such interpretations, corrections or changes.

3.03. SUBCONTRACTORS

Each bidder shall submit with his/her bid a list of equipment/material Vendors and Subcontractors including Surveying, testing, inspecting and other organizations and/or persons he expects to use for this project. The Owner shall notify the Bidder of objection to, or non-acceptability of any potential organization or person prior to award of this Contract. Bidder shall then replace such organization or person with an acceptable organization or person in order to be considered responsive. The Contractor shall not contract with any organization or person rejected by the Owner. The Contractor shall not be required to contract with any organization or person against whom the Contractor has a reasonable objection. After award of the contract, substitutions shall not be made for any proposed Subcontractor accepted by the Owner unless the Owner accepts the substitution in writing.

3.04. AVIATION SERVICE DOCUMENTATION

Each bidder utilizing its own aircraft or third-party aviation provider shall submit sufficient documentation demonstrating the qualifications, experience, regulatory compliance, and safety record of the proposed aviation operation. At a minimum, the Bidder shall include:

- Aircraft make, model, registration and proposed configuration
- Pilot Total flight hours
- Pilot external-load/vertical-reference/long-line experience
- Experience performing utility transmission line or comparable aerial work
- Applicable FAA certificates, authorizations, and operating approvals
- Aviation operator safety record and EMR
- Proposed flight crew and ground crew qualifications

3.05. PROPOSAL ARRANGEMENT

Each bidder shall arrange his/her proposal in the following manners:

- Part 1 Technical Proposal
- Part 2 Commercial Proposal
- Appendix Supplemental information as may be required to enhance the description of the proposal.
- Exhibits Drawings, Catalog data, etc.

Pricing and related information shall be shown only in Part 2.

3.06. PROPOSAL PREPARATION

Each bidder shall submit complete and definitive information on his/her proposal in enough detail to permit a complete analysis and evaluation of his/her proposal. Each bidder shall assemble all drawings, catalog data and any other supplementary information necessary to completely describe all the work he/she is proposing to perform.

3.07. BASIS OF AWARD

The award will be made by the Owner based on the Proposal from the lowest responsive*, responsible**, Bidder which, in the Owner's sole and absolute judgment, will best serve the interest of the Owner. The Owner reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

*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 the Owner).

Occasionally, in offering their Proposals, certain Bidders take exception to or offer to substitute their own commercial conditions or engineering specifications for part or all of the Contract Documents. Each such proposed exception or substitution shall be clearly described. The Owner reserves the right in its sole judgment to determine the materiality of such proposed exceptions or substitutions in evaluating the Proposal to determine which has previously failed to perform satisfactorily or to deliver on time material and equipment of any nature.

KEYS reserve the right to accept and/or reject any proposal or any portion of a proposal.

Bidder shall submit the bid with proposal constraints (if any). The bidder shall assume the entire Scope of Work described in Section 6 shall be performed by them, unless clearly stated as "optional". KEYS will not subdivide the work. The proposal schedules are solely for understanding how the costs and timelines subdivide. KEYS reserve the sole right to award the bid based on experience, equipment, manpower cost, etc.

3.08. QUALIFICATIONS/EXPERIENCE

The successful bidder must be in business for at least two (5) years performing requested services on commercial projects. Contractor shall demonstrate their capabilities (i.e. sample projects, equipment list, and company history). Bidder must be licensed and insured in order to satisfactorily perform the job scopes.

3.09. SECURITY/BACKGROUND CHECK

KEYS require all bidders to include a complete listing of owners/employees' names, valid driver's license and/or social security numbers of all individuals will perform work at the various sites. In addition to the D.M.V. references, KEYS will run mandatory felony and misdemeanor background checks due to security reasons. The successful bidder must expressly agree to the right for KEYS to run the D.M.V. references and the various criminal history background checks.

KEYS reserve the right to perform background checks during the entire duration of the contractual agreement. The contractor will advise KEYS Energy Services immediately of any employee staff changes before they are permitted onsite.

Non-compliance of security/background check portion of the bid specifications will result in rejection of the proposal or termination of awarded contractual agreement.

3.10. PERSONNEL

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

SECTION 4 - BIDDING DATA

4.01. GENERAL

Each bidder should submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the bid. The requirements stated in the Instructions to Bidders relative to information submittal should be followed.

The requirements for information contained in this section are basic requirements. Additional information should be provided as requested by the Owner.

The Bid Proposal Pages should be completely filled in and submitted with the Bid (three copies). The data listed therein shall not relieve the Contractor of his responsibility for meeting the requirements of the detailed specifications.

Unless otherwise stated herein, it will be assumed that the bidder's intention is to meet all specifications and job requirements and that to his/her best knowledge and belief the materials and equipment described in this Bid Data will meet all specifications and job requirements.

If any materials and equipment listed by the successful bidder are later found, either before or after contract award, to be unsuitable, materials and equipment, which are suitable, shall be substituted. Substitutions shall be made only if acceptable to the Owner, and such substitutions shall not be cause for additional financial compensation nor shall they invalidate this Contract in any way.

4.02. SUBCONTRACTORS

Each bidder shall list the names, addresses, telephone numbers of the subcontractors he/she will retain for the performance of surveying, testing, calibration, measuring and any other work related to this project. A brief description of the work and percentage of total job shall also be given for each subcontractor.

4.03. EQUIPMENT & MATERIAL

Each bidder shall submit a list of Equipment & Material, which will be used for this project including those which may be furnished by his/her subcontractors. The Equipment & Material list shall include, as a minimum, the name of the supplier/manufacturer and the type/catalog number for each item on the list. All material lists need to be approved by KEYS engineering. All material shall be manufactured in the U.S. Each bidder may submit additional descriptive material to enhance his/her proposal. The Contractor shall provide any information as required and/or requested by the Owner. Material to be provided by KEYS is outlined in Section 6. No other material other than that specified in Section 6 will be provided by KEYS.

The Equipment and Material list shall be arranged as shown below if applicable:

- 138kV Section
- Miscellaneous

All electrical, mechanical, structural equipment and material shall be grouped together in their respective sections as much as possible.

4.04. ORGANIZATIONAL CHART

Each bidder shall provide a company organizational chart and identify the interface for this project and describe their functional responsibility & administrative authorities.

4.05. PROJECT MANAGEMENT

Each bidder shall submit the names, resumes and job descriptions of Project Manager and his assistant(s) that will manage this project and regularly interface with Owner's representatives.

4.06. PROJECT SCHEDULE

The Contractor shall submit a project schedule with their bid showing all activities and major milestones. The project schedule shall include the milestones to enable the Owner to schedule his activities such as approvals, field inspections, witnessing tests, etc. No schedule revision shall be made unless approved by the Owner. Any anticipated schedule change shall be reported to the Owner with no intentional time delay. The Bid award is expected to be made in XXXXX, 2026. Work shall be completed by January 10th, 2027 or within proposed completion date if specified within bid.

Line 4 Static Wire Replacement Schedule			
Task	By	Description	Start Date
1	KEYS	Project Advertised	10/01/2026
2	KEYS	Question Period	10/16/2026
3	KEYS	Bid Opening	11/02/2026
4	KEYS	Tentative Contract Award By	11/18/2026
5	KEYS	Tentative Notice to Proceed	11/25/2026
6	CONTRACTOR	Commencement Date (on-site)	01/08/2027
7	CONTRACTOR	Project Deliverables	01/10/2027
8	KEYS	Project Acceptance and Sign off	01/19/2027
9	CONTRACTOR	Final Payment and Project Close-Out	01/26/2027

4.07. BLACK OUT DATES

January – 1st & 2nd
Feb – All Dates OK
March – All Dates OK
April – All Dates OK
May – All Dates OK
June – All Dates OK
July – Mini Season Week
August – All Dates OK
September – All Dates OK
October – Goombay through Fantasy Fest
November – Election Day
November – Week of Thanksgiving
December – Week of Christmas
December – New Year's Eve

SECTION 5 - BID PRICES

5.01. FIRM LUMP SUM PRICE

Each bidder shall submit his/her Firm Lump Sum Price in U.S. $ for furnishing all equipment, material, services, labor, etc. required for the design, construction and start-up of the equipment listed in Section 6.

5.02. ADDITION & DELETION OF WORK

Each bidder shall give the unit adjustment prices, which shall be used to calculate addition and deletion of work up to 10% of the lump sum contract price, stated in Section 6. Any addition and deletion of work shall be initiated by the Owner or subject to his prior approval in writing. The unit for each work item and the corresponding unit adjustment prices for the equipment/material and labor shall be clearly shown. The unit adjustment price for labor shall include the cost of any construction equipment, tools and supervision.

5.03. 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 the Owner, at its option, to reject the bid and award the Contract to the lowest responsive Bidder furnishing a satisfactory list of subcontractors.

5.04. 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:
   - Performance in a manner to minimize disturbance of or damage to the environment.
   - To the extent caused by the performance of this contract by or on behalf of the Vendor, the cleanup, 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 the owner 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.

SECTION 6 - SCOPE OF WORK

6.01. LINE-9 MARKER BALL REPLACEMENT

The Contractor shall install and replace marker balls on Line-9 static wire between transmission poles T9-13 and T9-21 via helicopter. Line-9 is a 138kV Transmission which will be deenergized for the duration of the work. Line-9 static wire is alumoweld 7 no.7. Line-9 also has 13.8kV underbuild which will remain energized.

KEYS is allotting only **2 days** to perform this work due to outage schedules.

All work must be completed by **January 10th, 2027.**

INSTALLATION OF MARKER BALLS.

Marker Balls are to be installed in place of existing units and restored at all former locations along Key Haven Bridge. Approximately 15 marker balls in total.

The contractor shall have on hand shunts/line guards that shall be installed in the event surface rust or degradation is found on the static wire where the old marker balls were removed. Document where shunts were used. Any Shunts not used at the end of the work shall be surrendered to KEYS along with the documentation of the shunts that were used.

If time remains on the 2 days of allocated service and all marker balls are installed along the Key Haven bridge between spans T9-13 thru T9-21 then the remaining time shall be spent to remove and replace marker balls on other sections of Line-9, specifically between span T9-33 through T9-41.

During the work, the Contractor shall take all necessary steps to ensure proper temporary grounding of structures, cable, and equipment. All applicable Federal, State, and local safety regulations must be strictly followed.

A record of all temporary conductor grounds must be kept ensuring that all are removed, and the line can be safely energized at the end of the construction period.

KEYS PROVIDED MATERIAL

KEYS will supply **all** marker balls to contractors prior to the commencement of work.

ATTACHMENTS SECTION – 1

DOCUMENTATION

Please use the following link to access all reference material.
https://keysenergy0.sharepoint.com/sites/Purchasing/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2FPurchasing%2FShared%20Documents%2FKEYS%20Bid%2024%2D26%20%2D%20Line%209%20Marker%20Ball%20and%20Static%20Repairs&sortField=Modified&isAscending=false&viewid=f3aa4df5%2D8365%2D4fec%2D8949%2Ded5cdd723665&p=true&ga=1

1) PDF "Line 9 Plan and Profile Drawings"
2) Line 9 KMZ
3) PDF "KEYS Transmission One-Line"

TITLE WARRANTY

The manufacturer shall unconditionally warranty all materials and labor for a period of one (1) year from the installation date.

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 before the opening date and time to be considered.

Paper submittals can be sent via FedEx, UPS, or In-Person to:

Keys Energy Services
Bid Opening Committee – Bid 24-26
6900 Front Street Extended
Key West, Florida 33040
Note: This address does not receive US Postal Service.

Bidders shall submit the following:

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

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 it reasonable attorney fees and costs from the other party for all matters, including, but not limited to, appeals.

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

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

BID PROPOSAL PRICING
All bid proposals must remain firm for 120 days minimum.

BIDDER QUALIFICATIONS
Please provide this information in your bid response.

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.
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.

KEYS BID 24-26 SPECIFICATIONS FOR MARKER BALL REPLACEMENT LINE-9

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

CONTRACT DURATION
The duration of the base contract shall be from the date of execution by the Utility Board through March 31, 2027. 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.
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 January 11, 2027 liquidated damages shall be payable by Contractor to KEYS in the amount of $1,000 per day for each day the Scope of Work is not substantially complete.

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

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

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

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

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

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

PAYMENT
Payment will be made after acceptance of services and materials and within 30 days after receipt of invoice. KEYS will hold 5% 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.

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.

KEYS BID 24-26 SPECIFICATIONS FOR MARKER BALL REPLACEMENT LINE-9

PERSONNEL

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

POSTPONEMENT OF OPENING

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

PRICES

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

PROPOSAL GUARANTEE

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

PROTESTS

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

PUBLIC RECORDS ACT

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

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

KEYS ENERGY SERVICES
P.O. BOX 6100
Key West, FL 33041-6100
(305) 295-1067
Gricel Owen
Email: gricel.owen@keysenergy.com

KEYS BID 24-26 SPECIFICATIONS FOR MARKER BALL REPLACEMENT LINE-9

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

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

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

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

RETAINAGE
A 5% retainage fee will be applied to all payment requests.

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

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

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

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

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

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

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

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

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

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

SUBCONTRACTORS
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.

No proposal shall contain Personal Information, as defined in Section 501.171, Florida Statutes, unless specifically requested in the Specifications. In the event Personal Information is received, KEYS shall take appropriate precautions to prevent the release of such Personal Information. Notwithstanding the foregoing, to the extent allowed by applicable law, KEYS shall have no liability for the release to any third party of Personal Information included within any proposal.

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.

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 one year from Final Acceptance provided the same is not unreasonably delayed by the KEYS or others. If, however, during the above one 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.

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 one year 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.

INSURANCE SECTION

INDEMNITY AND INSURANCE REQUIREMENTS
By the signing of this contract and these indemnity and insurance requirements, Contractor agrees to abide by the provisions herein below.

INDEMNITY
Contractor shall indemnify, defend and hold harmless KEYS and its officers, partners, agents, employees and servants from and against any and all claims, judgments, liens, loss, damage, cost, charge or expense, including defense costs, court costs and attorneys' fees, whether direct or indirect, by reason of liability imposed by law or by bodily injuries, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising out of or in consequence of the performance of the Contract, whether such injuries to or death of persons or damages to property are due or are claimed to be due to operations, errors, omissions, or negligent acts of KEYS or any of their officers, partners, agents, employees or servants, excepting only such injuries or damages as shall have been finally determined to have resulted solely from errors, omissions or negligent acts of KEYS or of their officers, partners, agents, employees or servants. Such indemnity shall not be limited by the coverage amounts of any applicable insurance. For this indemnity, the Utility Board of the City of Key West, Florida 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 Contractor 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 Contractor. Contractor shall have the responsibility for the payment of all deductibles under all policies required herein.

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 subcontractors. The maintenance of any insurance shall not limit any liability of Contractor under this contract.

The Contractor shall not commence any work on the contract until he has provided KEYS with proof of coverages 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 coverages required under this contract. Without limiting any of the other obligations or liabilities of Contractor, the following insurance coverages with indicated limits of liability are mandatory under this contract. Those coverages with no limits shown are not required.

CONTRACTOR'S ENVIRONMENTAL IMPAIRMENT RESPONSIBILITY

A. Contractor 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 Contractor shall, at his sole cost, will be responsible for full compliance with any such laws or regulations.

B The Contractor'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 Contractor, the clean-up, repair or restoration of the environment to the extent required by any Federal, State, or Local laws or regulations.

C. The Contractor shall be responsible for any fines, penalties, damage, or assessments made against the Contractor or KEYS resulting from the performance of this contract by or on behalf of the Contractor.

D. The Contractor's obligation under paragraph B and C above shall survive the term of the contract and shall not be limited in any manner by acceptances of final payments.

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

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

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

KEYS BID 24-26 SPECIFICATIONS FOR MARKER BALL REPLACEMENT LINE-9 STATIC

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

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Contractor shall maintain Workers' Compensation insurance consistent with obligations imposed by federal and state law applicable to and having jurisdiction over Contractor's employees engaged in the performance of work under this Contract. Contractor shall maintain Employer's Liability of not less than the following amounts:

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

ADDITIONAL INSURED

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

WAIVER OF SUBROGATION

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

PROPERTY INSURANCE

Builder's Risk Insurance Coverage is required under this contract if the work involves construction of and/or additions to above ground buildings or structures. An Installation Floater Insurance Policy is required under this contract if the work involves the transit and installation of machinery and equipment.

For either or both of the above coverage's, the following is required:

1. Amount of Insurance shall be 100% of the completed values of the property.
2. Policy Form all-risk coverage which is no more restrictive than that afforded by the latest ISO forms.
3. Policy endorsed to eliminate any occupancy restriction clause.
4. Maximum deductible - $5,000.00.
5. Additional Named Insured – UTILITY BOARD-CITY OF KEY WEST, FLORIDA.
6. Notice of Cancellation – 45 days.
7. Coverage shall remain in effect until KEYS final acceptance.

INSURANCE AGENT'S STATEMENT

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

DATE:_____ FIRM NAME:_____

POLICY (Type /Number)	**LIMITS**
_____	_____
_____	_____
_____	_____
_____	_____

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 Contractor agrees without reservation to KEYS' Terms & Conditions, Indemnification Clause, and insurance clause herein. The signing of this statement confirms the Contractor'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 Statues 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 contender 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 contender.
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 contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

b. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with the convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer, determined that is was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

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

_____

(Signature) (Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

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

_____

NOTARY PUBLIC

My Commission Expires:_____ STAMP:

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 5% will be deducted until final inspection by KEYS has been completed and all items are satisfactory. It must be signed by a corporate official and be notarized and signed by the notary.

"Sworn Statement Concerning Claims"

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

"Release Of Lien"

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

Final Payments:

Contractor is required to submit the following documents:

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

"Contractor's Affidavit and Request for Payment"

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

"Final Release Of Lien"

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

"Contractor's Affidavit Of Contract Completion"

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

A sample of each of these forms follows.

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

APPLICATION AND CERTIFICATE FOR PAYMENT

TO	Accounts Payable	**BID NO.**	
	Keys Energy Services	**CONTRACT NO.**	
	accounts.payable@keysenergy.com	**PROJECT TITLE**	
		PURCHASE ORDER NO.	
FROM	*Contractor Name*	**APPLICATION NO.**	
	Contractor Address	**WORK PERIOD**	
	Contractor City, State Zip	**INVOICE DATE**	
	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 (5% of line 4)	
6	Total Earned less Retainage (line 4 - line 5)	
7	Less Previous Payment Requests (line 6 from previous payment request)	
8	Current Payment Due	
9	Balance to Finish, Plus Retainage (line 3 - line 6)	

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

Signature _____

Printed Name, Title _____

Date _____

FOR KEYS USE ONLY

Notice to Owner received?
Release of Lien received, if applicable?
Sworn Statement Concerning Claims received?
Contractor's Affidavit of Completion received, if applicable?
Quantities Verified?
Price Verified?
Release Retainage, if applicable?

Purchasing Supervisor, Date _____ Project Manager, Date _____

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

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

PROJECT AND TITLE:_____

SUB -CONTRACTOR:_____

CONTRACT FOR:_____

CONTRACT DATE:_____ CONTRACT AMOUNT: $_____

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

Post Office Box 6100 Key West, Florida 33041

In response to your demand, the undersigned contractor or material man_____
_____submits the following statement of account for:
(Sub Contractor Name)_____

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

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

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

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

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

Amount to become due: $_____.

_____ _____

[Signature] [Date]

The State of _____

County of _____

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

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

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

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

PROJECT AND TITLE:_____

SUB -CONTRACTOR:_____

CONTRACT FOR:_____

CONTRACT DATE:_____ CONTRACT AMOUNT: $_____

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

Post Office Box 6100 Key West, Florida 33041

KNOW ALL MEN BY THESE PRESENTS:

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

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

_____ _____(SEAL)

_____ by _____

The State of _____

County of _____

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

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

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

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

PROJECT AND TITLE:_____

SUB -CONTRACTOR:_____

CONTRACT FOR:_____

CONTRACT DATE:_____ CONTRACT AMOUNT: $_____

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

Post Office Box 6100 Key West, Florida 33041

KNOW ALL MEN BY THESE PRESENTS:

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

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

_____ _____(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, FLORIDA
****FINAL** RELEASE OF LIEN**

PROJECT AND TITLE:_____

SUB -CONTRACTOR:_____

CONTRACT FOR:_____

CONTRACT DATE:_____ CONTRACT AMOUNT: $_____

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

Post Office Box 6100 Key West, Florida 33041

KNOW ALL MEN BY THESE PRESENTS:

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

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

_____ _____(SEAL)

_____ by _____

The State of _____

County of _____

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

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

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

UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA

KEYS ENERGY SERVICES

CONTRACTOR'S AFFIDAVIT OF CONTRACT COMPLETION

PROJECT AND TITLE:_____

CONTRACTOR:_____

CONTRACT FOR:_____

CONTRACT DATE:_____ CONTRACT AMOUNT:_____

CONTRACTOR'S AFFIDAVIT

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

CONTRACTOR:

_____(SEAL)

Title:_____

Date:_____

STATE OF_____

COUNTY OF_____

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

_____

(Partner) (Corporate Officer-Title)

_____

(Name of Contractor(s))

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

_____

(Notary Public)

Print Name:_____

My Commission Expires:_____

Per attached Sworn Statement(s) Concerning Claims

KEYS BID 24-26 SPECIFICATIONS FOR MARKER BALL REPLACEMENT LINE-9 STATIC

Proposal Page 1 of 2

Pursuant to and in compliance with the advertisement for bids and other contract documents relating thereto, the undersigned bidder, having familiarized itself with the terms and conditions affecting the performance of the contract contained in the specifications, hereby proposes and agrees to perform the work in accordance with the contract documents, schedules, and specifications for the amounts listed below.

UNIT PRICE BID SCHEDULE - BASE BID

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization	1	1	$	$
2	Daily Installation Rate for Helicopter and Crew	Day	2	$	$
3	Materials (shunts)	LOT	1	$	$
5	Indemnity Fee	1			$ 10.00
6	**Total Project Estimated Cost**				$

KEYS BID 24-26 SPECIFICATIONS FOR MARKER BALL REPLACEMENT LINE-9 STATIC

Proposal Page 1 of 2

Contractor is aware that Line 9 will be de-energized for this work?	Yes ☐	No ☐
Is a detailed schedule provided in the proposal?	Yes ☐	No ☐
Hourly rate sheets for both labor and equipment provided?	Yes ☐	No ☐
Equipment list and staging plan provided?	Yes ☐	No ☐
References provided?	Yes ☐	No ☐

TOTAL BID PRICE $_____

Company: _____

Contact Person: _____

Address: _____

_____

Telephone: _____

Email: _____

Subcontractor(s) (if applicable): _____

Submitted by: _____
(Signature and Print Name of Authorized Representative)

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

KEYS reserves the right to accept and/or reject any proposal, in whole or in part, and to waive minor informalities or irregularities when determined to be in the best interest of KEYS. KEYS further reserves the right to make an award by line item, section, or in the aggregate, as determined to be in the best interest of KEYS. Proposer shall clearly identify any proposed exceptions or deviations from the RFP, if any. Failure to identify exceptions or deviations may result in the proposal being deemed non-responsive.